AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

April 5, 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. PRESENTATIONS AND PROCLAMATIONS

A. Julia Truilo

B. Water Conservation Month

C. National Crime Victims' Rights Week

D. Child Abuse Prevention Month

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting – March 22, 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. 2022-48:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2022-49:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN EIGHTH AMENDMENT TO THE LABOR COUNSEL AGREEMENT BETWEEN THE CITY AND ALLEN, NORTON & BLUE, P.A., TO INCREASE FEES; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2022-50:** A RESOLUTION AUTHORIZING AND APPROVING EXTERIOR SIGNAGE TO BE DISPLAYED ON THE ORMOND MEMORIAL ART MUSEUM BUILDING FOR THE PURPOSE OF RECOGNIZING CERTAIN DONORS; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2022-51:** A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR ANNUAL MAINTENANCE SUPPORT OF THE CITY'S ENTERPRISE RESOURCE SYSTEM (NAVILINE); AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Aaron Irwin, Director, Information Technology (386-615-7031)*

E. **RESOLUTION NO. 2022-52:** A RESOLUTION AUTHORIZING THE PURCHASE OF TIRES FOR CITY VEHICLES, UNDER THE STATE OF FLORIDA CONTRACT NO. 25172500-19-ACS, PREFFERED CONTRACT VENDOR FOR VEHICLE TIRES, TUBES AND SERVICES ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2022-53:** A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA, ITB NO. 19-B-70EM; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2022-54:** A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF

ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **Additional Riverside Drive Road Closure Request for 2021 - 2022**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 5, 2022.

I. **Approval of Travel by the City Commission**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 5, 2022.

8. PUBLIC HEARINGS

A**.** **ORDINANCE NO. 2022-06:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.35± ACRES LOCATED AT 722 SOUTH ATLANTIC AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4223-10-02-0050, FROM "LOW DENSITY RESIDENTIAL" (LDR) TO "TOURIST COMMERCIAL" (TC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE**. (SECOND READING)**

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

B**.** **ORDINANCE NO. 2022-07:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 0.64+ ACRES LOCATED AT 215 BENJAMIN DRIVE, 225 BENJAMIN DRIVE, 229 BENJAMIN DRIVE, AND 233 BENJAMIN DRIVE FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO ORMOND BEACH R-3 (SINGLE-FAMILY MEDIUM DENSITY), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **ORDINANCE NO. 2022-08:** AN ORDINANCE AMENDING SECTION 4-3, CONSUMPTION IN PUBLIC PLACES; EXCEPTIONS, OF CHAPTER 4, ALCOHOLIC BEVERAGES; AND SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY PURSUANT TO A WRITTEN AGREEMENT APPROVED BY THE CITY COMMISSION BETWEEN THE CITY OF ORMOND BEACH AND A CIVIC NON-PROFIT ORGANIZATION; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **ORDINANCE NO. 2022-09:** AN ORDINANCE AMENDING SECTION 2-258, ADMINISTRATIVE FINES AND LIENS, OF DIVISION 2, ENFORCEMENT PROCESS, OF ARTICLE VII, CODE ENFORCEMENT, OF CHAPTER 2, ADMINISTRATION; SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; AND SECTION 14-98, LIENS, OF ARTICLE VIII, SITE MAINTENANCE/NUISANCES, OF CHAPTER 14, OFFENSES, OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RELEASE AND SATISFACTION OF LIENS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2022-55:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 72 WARWICK AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4240-01-15-0390) FOR COSTS INCURRED BY THE CITY TO SECURE AND DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. DISCUSSION AND DIRECTION ITEM

A. **South Ormond Neighborhood Center Outdoor Basketball Court**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. 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

March 22, 2022 | **7:00 p.m.** | **Commission Chambers**

Present: 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. Peyton Lilly

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - March 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. 2022-35:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2022-36:** A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FIRE AND/OR RESCUE SERVICE MUTUAL AID WITHIN VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *David King, Interim Fire Chief (386-676-3333)*

C. **RESOLUTION NO. 2022-37:** A RESOLUTION ACCEPTING OF A GRANT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT UNDER THE HAZARD MITIGATION GRANT PROGRAM FOR FUNDING ASSISTANCE RELATIVE TO LIFT STATION BACKUP PUMPS; AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2022-38:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. FOR ENGINEERING DESIGN SERVICES REGARDING THE LEEWAY ELEVATED TANK & PUMP STATION REPAIRS PROJECT; AUTHORIZING THE

EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2022-39:** A RESOLUTION ACCEPTING A BID FROM RIC-MAN CONSTRUCTION FLORIDA, INC. FOR CONSTRUCTION SERVICES REGARDING THE 2022 STORM & SEWER LINING PROJECT, UNDER BID NO. 2022-03; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2022-40:** A RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACTS FOR THE PROVISION OF BRASS FITTINGS ON AN AS-NEEDED BASIS FOR UTILITY PROJECTS; RECOGNIZING COMPANY OWNERSHIP CHANGE FROM SUNSTATE TO FERGUSON; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2022-41:** A RESOLUTION AUTHORIZING A COST INCREASE TO CHEMTRADE CHEMICALS US, LLC REGARDING THE PROVISION OF ALUMINUM SULFATE UNDER ITB 2020-06; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3305)*

H. **RESOLUTION NO. 2022-42:** A RESOLUTION AUTHORIZING A COST INCREASE TO CARUS, LLC REGARDING THE PROVISION OF CORROSION INHIBITOR UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2022-43:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2022 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY $14,575.68; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2022-44:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING RENOVATION OF THE ORMOND BEACH PERFORMING ARTS CENTER; 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: *Loretta Moisio, Grants Coordinator (386-676-3315)*

K. **RESOLUTION NO. 2022-45:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC UTILITY, ACCESS AND MAINTENANCE EASEMENT DEED FROM PLANTATION OAKS OF ORMOND BEACH II, LLC, FOR PROPERTY LOCATED WITHIN THE PLANTATION OAKS OF ORMOND BEACH DEVELOPMENT PHASE 2B, A PART OF THE "NATIONAL GARDENS TRUST" DEVELOPMENT OF REGIONAL IMPACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

L. **Renewal of Yearly Vendor Purchase Agreement with Alpha General Services for Pre-Treatment Effluent Tank Pumps**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 22, 2022.

M. **Advertisement for Bids: AWOS Replacement Project Bid No. 2022-14**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 22, 2022.

N. **City Manager Status Report, March 2022**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 22, 2022.

8. PUBLIC HEARINGS

A. **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. **(SECOND READING)**

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2022-06:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.35± ACRES LOCATED AT 722 SOUTH ATLANTIC AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4223- 10-02-0050, FROM "LOW DENSITY RESIDENTIAL" (LDR) TO

"TOURIST COMMERCIAL" (TC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2022-07:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 0.64+ ACRES LOCATED AT 215 BENJAMIN DRIVE, 225 BENJAMIN DRIVE, 229 BENJAMIN DRIVE, AND 233 BENJAMIN DRIVE FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO ORMOND BEACH R-3 (SINGLE-FAMILY MEDIUM DENSITY), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2022-46:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN IMPACT FEE PRESERVATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX PLANTATION SECTION M, LLC, FOR PROPERTY AT 1561 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA, VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010, AS PART OF THE DEMOLITION OF THE EXISTING BUILDING; PROVIDING RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2022-47:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:01 p.m.

Item #2 – Invocation

Evangelist John Jeyaseelan, Bethel Ministries, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Peyton Lilly

Mayor Partington presented a proclamation to Ms. Peyton Lilly, recognizing her for generosity of spirit. He discussed her history within the community and donation towards K-9 care within the Volusia County Sheriff's Foundation. He encouraged all residents to thank Ms. Lilly for her kindness.

Commissioner Selby and Commissioner Persis thanked Ms. Lilly and stated how proud they were to know her and her family.

Item #5 – Audience Remarks

Ms. Anna-Christina Napoline, 1407 North Beach Street, discussed a graffiti issue within the city. She suggested the addition of a chalkboard wall at the Nova Community Center for residents to draw on the wall with no negative damages. She stated she spoke with Sherwin-Williams who agreed to a donation of chalkboard paint for the city. She discussed the minimal costs associated with the solution when compared to costs to cover the vandalism.

Mayor Partington thanked Ms. Napoline for her comments on the issue and for presenting a possible solution. He requested Ms. Napoline speak with City Manager, Joyce Shanahan.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the March 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 Littleton moved, seconded by Commissioner Selby, for approval of the March 1, 2022, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

Commissioner Kent moved, seconded by Commissioner Persis, for approval of the consent agenda.

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

Comments on the Consent Agenda

Commissioner Persis and Commissioner Selby thanked Ms. Lucy Jackman for her hard work with the Performing Arts Center.

Mayor Partington discussed his support of Items 7C and 7M.

Item #8 – Public Hearings

Item #8A – Ridgehaven Annexation

City Clerk Susan C. Dauderis read by title only:

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. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2022-05, on second reading, as read by title only.

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

Item #9 – First Reading of Ordinances

Item #9A – 722 South Atlantic Avenue, Land Use Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.35± ACRES LOCATED AT 722 SOUTH ATLANTIC AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4223- 10-02-0050, FROM “LOW DENSITY RESIDENTIAL” (LDR) TO “TOURIST COMMERCIAL” (TC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation and explained the item was for a future land use map amendment for the parking lot at 722 South Atlantic Avenue. He stated the land use and the zoning were inconsistent and the ordinance would correct the land use. He explained the Planning Board and staff recommend approval.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2022-06, on first reading, as read by title only.

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

Item #9B – 215, 225, 229 and 233 Benjamin Drive Zoning Map Amendments

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 0.64+ ACRES LOCATED AT 215 BENJAMIN DRIVE, 225 BENJAMIN DRIVE, 229 BENJAMIN DRIVE, AND 233 BENJAMIN DRIVE FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO ORMOND BEACH R-3 (SINGLE-FAMILY MEDIUM DENSITY), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker explained the issue was similar to that of Item 9A, noting the land use and zoning were conflicting but the ordinance would correct the land use.

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2022-07, on first reading, as read by title only.

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

Item #10 – Resolutions

Item #10A – 1561 North U.S. Highway 1, Impact Fee Preservation Agreement

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-46

A RESOLUTION AUTHORIZING THE EXECUTION OF AN IMPACT FEE PRESERVATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX PLANTATION SECTION M, LLC, FOR PROPERTY AT 1561 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FLORIDA, VOLUSIA COUNTY PARCEL NUMBER 3136-01-17-0010, AS PART OF THE DEMOLITION OF THE EXISTING BUILDING; PROVIDING RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker reviewed a presentation and explained companies would not demolish a building to save on their impact fees. He stated under the impact fee preservation, a building could be demolished and maintain the impact fees.

Commissioner Selby stated he supported the item but inquired if the Commission could deny the resolution; whereby, Mr. Spraker stated the Commission could deny the request, noting the code enforcement issues that could be involved. Commissioner Selby stated he believed the item should be an administrative item and should not be brought before the Commission. He requested staff look into modifying the ordinance to allow staff to make the decision on items similar to the resolution.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Resolution No. 2022-46, as read by title only.

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

Item #10B – Volusia Growth Management Commission Appointment

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2022-47

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE VOLUSIA GROWTH MANAGEMENT COMMISSION; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Selby moved, seconded by Commissioner Persis, for appointment of Philip Maroney to the Volusia Growth Management Commission.

Commissioner Selby, Commissioner Kent, and Mayor Partington discussed Mr. Philip Maroney's knowledge and background related to the appointment.

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

Item #11 – Reports, Suggestions, Requests

Upcoming Meetings
Ms. Joyce Shanahan, City Manager, discussed future workshops including a shade meeting, an impact fee workshop, and a reclaimed water workshop.

Mayor Partington discussed future workshops and added there may be an additional workshop regarding a potential community center on the west side of Ormond Beach. He proposed an OB Life meeting regarding the misinformation surrounding the airport and request staff to look into setting up a meeting at the Performing Arts Center. He stressed the importance of having the correct information available for the public.

Police Unity Tour
Ms. Shanahan stated Ormond Beach Police Chief Jesse Godfrey, would participate in the Police Unity Tour bicycle ride beginning on May 10, 2022 and ending May 12, 2022 in Washington D.C. and invited the Commission to watch him.

Cassen Park
Ms. Shanahan stated staff was working on the Request for Proposal (RFP) for the design consultants regarding Cassen Park.

Pineland Trail
Commissioner Littleton inquired about the allegations of neglect on Pineland Trail; whereby, Ms. Shanahan stated prior to 2008 Pineland Trail was a Volusia County road. She explained the city did annex a portion of the road into the city due to an enclave and despite a formal agreement the city had maintain roughly two miles of the four miles of roadway. She stated in 2012 the city and Volusia County agreed to transfer the maintenance of Pineland Trail to the city, staff then developed a comprehensive plan to resurface the length of the roadway to bring the street up to city standards. She explained over six to seven years the city resurfaced the entire roadway at a cost of $711,000. She stated staff went out to Pineland Trail to review the citizens' concerns, noting the road was not in disrepair. She discussed the history of the 15 stormwater projects completed since 2018 in the Pineland Trail area.

Commissioner Selby stated many of the homeowners in the Pineland Trail area lived in the unincorporated area of Volusia County.

Mayor Partington explained he felt staff met the city's responsibility without doing the work that another entity would be responsible for.

Ms. Shanahan stated the city was not allowed to complete public work on private property.

Events
Commissioner Persis, Commissioner Littleton and Commissioner Selby congratulated the Ormond Beach Chamber of Commerce on the Taste of Ormond event.

Commissioner Littleton discussed his excitement of the ribbon cutting event held at the Hungarian Heritage Home display in The Casements.

Mayor Partington stated he attended the Hungarian Heritage Home – the Margaret Horvath Folk Art Display event and expressed his support of the event.

Commissioner Selby invited the Commission and residents to the Celtic Festival on April 23 and 24, 2022, noting tickets were on sale.

Commissioner Kent invited residents to join him at his home at 5:00 p.m. on April 4, 2022, for Coffee with Commissioner Kent.

Ukraine
Commissioner Persis urged residents to keep the citizens of Ukraine in their thoughts and prayers.

Elected Officials Round Table
Commissioner Littleton inquired about a transportation subcommittee that was discussed at the Elected Officials Round Table; whereby, Mayor Partington stated typically members of the board would make up the subcommittee. Mayor Partington explained he

believed the purpose of the subcommittee was to lay the ground work for a one cent sales tax for transportation.

State Budget
Commissioner Selby and Commissioner Kent complimented staff on the four environmental projects that were added to the State budget.

Ms. Shanahan thanked Public Works Director Shawn Finley and City Engineer Alex Schumann for their hard work on the projects.

Mayor Partington stated the importance of the four projects on the State budget.

Police Department
Commissioner Kent thanked Police Chief Godfrey for his work with the city.

Bait Shop
Commissioner Kent encouraged citizens to visit the bait shop in Cassen Park to get bait and go fishing.

Lucy Jackman
Mayor Partington recognized Ms. Lucy Jackman and her work with the Performing Arts Center.

Item #12 – Adjournment

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

APPROVED: April 5, 2022

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Loretta Moisio, Grants Coordinator

Date: April 5, 2022

Subject: Agreement with Halifax Urban Ministries

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to authorize the approval of an agreement between the City of Ormond Beach and Halifax Urban Ministries, Inc., a non-profit organization providing services to the citizens of Ormond Beach through Hope Place.

Background

On February 1, 2022, the City Commission approved Resolution No. 2022-21 authorizing the approval of the Fiscal Year (FY) 2021-2022 Subrecipient Agreement with Volusia County which included the following:

FY 2021-2022	
Public Facilities	
South Washington Street Sidewalk - Install a new 4-foot wide ADA compliant concrete sidewalk on the west side of South Washington Street from Live Oak Avenue to Division Avenue. Two (2) alternate bids will also be requested - from Live Oak Avenue to Midway Avenue, and Midway Avenue to Tomoka Avenue. If one, or both, are within the project budget, they will be added. This project is located within the City's current CDBG Priority Area.	$ 151,165
Public Services	
Hope Place - Funding to provide for increasing operational costs to include electric, phone, internet, water, propane and garbage pickup.	$22,500
Total	**$ 173,665**

Discussion

As a subrecipient of Volusia County, the City is required to have an agreement with Halifax Urban Ministries, Inc., to provide public services through Hope Place on its behalf with the use of a portion of the City's CDBG funding allocation. The attached draft agreement between the City of Ormond Beach and Halifax Urban Ministries, Inc., has been reviewed and approved by Volusia County Community Assistance to be consistent with program and federal guidelines.

Budget Impact

There is no budget impact.

Citizen Impact

Hope Place assists families with children and unaccompanied youth throughout Volusia County to gain independent living.

Recommendation

It is recommended that the City Commission authorize the approval of the attached agreement with Halifax Urban Ministries, Inc., for FY 2021-2022.

Attachments:

- 22-48 HUM Hope Place Subrecipient Agreement (P22-0036G) (PDF)
- Agt with HUM FY 21-22 (PDF)
- HUM FY 21-22 Reporting Forms (PDF)
- FY 21-22 CDBG Agreement (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/7/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY: Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-48

A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2022-21, the City Commission approved a FY 2021-2022 Community Development Block Grant Subrecipient Agreement with Volusia County ("County") which included funding for Halifax Urban Ministries, Inc. ("the Project"), and

WHEREAS, because the Project is being funded with Community Development Block Grant money, the County requires that the City of Ormond Beach and Halifax Urban Ministries, Inc., execute an agreement for the Project attached hereto and incorporated herein by reference, and

WHEREAS, the City Commission concurs with the foregoing 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 Community Development Subrecipient Agreement with Halifax Urban Ministries, Inc., regarding homelessness prevention services provided at Hope Place.

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Community Development

Subrecipient Agreement

FY 2021-2022

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the **City of Ormond Beach**, State of Florida, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "City"), and **Halifax Urban Ministries, Inc.** (hereinafter referred to as "Halifax Urban Ministries").

WITNESSETH

WHEREAS, the City of Ormond Beach has received funding under the federal Community Development Block Grant (CDBG) program from the County of Volusia, and,

WHEREAS, the City of Ormond Beach desires to engage Halifax Urban Ministries to provide homelessness prevention services within Ormond Beach for the benefit of low-moderate income families.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service

The purpose of this agreement is to define the roles and responsibilities of the City of Ormond Beach and Halifax Urban Ministries in assisting Ormond Beach residents with homelessness prevention through the use of Community Development Block Grant funding through the City of Ormond Beach.

2. Confidentiality

All parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information, with respect to participant eligibility and employment, may be shared. This may include the use of an electronic database system for sharing appropriate information among parties. Records are public and must be made available if requested.

3. Responsibilities of the City of Ormond Beach

The City will receive and review monthly status reports and reimbursement requests from Halifax Urban Ministries. Once approved and paid by the City, a request for reimbursement will be submitted to Volusia County Community Assistance for reimbursement to the City.

4. Responsibilities of the Halifax Urban Ministries

Halifax Urban Ministries will provide services to the homeless at Hope Place, located at 1340 Wright Street, Daytona Beach, Florida, 32117. Hope Place will assist homeless families with children and unaccompanied youth to gain independent living as one in five homeless individuals in Volusia County is a child.

Halifax Urban Ministries will submit monthly status reports, reimbursement requests, and a LMI CDBG Clientele Status Report to the City. (Attachment I) Reimbursement requests must include backup documentation to include proof of payment, copies of invoices, receipts, and other necessary documentation.

5. Income Verification

Homelessness is an eligible population for the use of Community Development Block Grant (CDBG) funding; therefore, all Hope Place clients qualify under CDBG income requirements.

6. Term of Contract

The services of Halifax Urban Ministries will begin on October 1, 2021, and shall be completed by September 30, 2022. CDBG funding awarded for public services must be spent during the program year in which they were awarded; therefore, no extensions of this agreement will be allowed.

7. Compensation

Halifax Urban Ministries shall be paid a total consideration of **$22,500.00 (twenty-two thousand five hundred dollars)** for full performance of the services specified under this agreement. The funding provided is to assist with the increased costs for electricity, water, propane gas, internet, phone, and garbage collection. Compensation shall be allowed on a reimbursement basis only after expenditures have been incurred by Halifax Urban Ministries in conformity with the approved budget.

In every case, payment will be made subject to receipt of a request for payment from Halifax Urban Ministries specifying and certifying that such expenses have been incurred and expended in conformance with this agreement and that Halifax Urban Ministries is entitled to receive the amount requested under the terms of the agreement.

Halifax Urban Ministries shall not claim reimbursement from the City for that portion of its obligation which has been paid by another source of revenue.

8. Budget

Community Development Block Funds will be used to assist in covering increased operating expenses at Hope Place.

General Terms and Conditions

A. Halifax Urban Ministries agrees to submit program status reports and funds reimbursement requests on a monthly basis, **due to the City by the 5th of each month**, or more frequently if requested, and other reports as may be required. (Attachment I)

B. Halifax Urban Ministries agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the last request from the City.

C. Halifax Urban Ministries agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, and shall document all transactions and services performed under this agreement, and shall document all transactions so that all expenditures may be properly audited.

D. Halifax Urban Ministries agrees that the City, or any authorized representative, has access to and the right to examine all records, books, papers or documents related to the project.

E. Halifax Urban Ministries hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less that five (5) years after the project terminates and grants the City the option of retention of the project records, books, papers, and documents.

F. Halifax Urban Ministries agrees to purchase any necessary insurance if its project and or the nature of the project requires insurance.

G. Halifax Urban Ministries hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Halifax Urban Ministries who exercises and functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with who they have family or business ties, for work to be performed in connection with the program assisted under this agreement.

H. The undersigned person signing as an officer on behalf of Halifax Urban Ministries, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Halifax Urban Ministries and to bind same to this agreement, and further that

Halifax Urban Ministries has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

I. Neither the City, nor the County, shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Halifax Urban Ministries, its staff or clientele; and Halifax Urban Ministries hereby agrees to defend, hold harmless and indemnify the City and the County from and against all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release Halifax Urban Ministries from any obligations under this agreement.

J. Nothing contained in this agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of Halifax Urban Ministries by virtue of this agreement by an employee of the City for any purpose whatsoever, nor shall any employee of Halifax Urban Ministries be entitled to any of the rights, privileges, or benefits of City employees. Halifax Urban Ministries shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Halifax Urban Ministries assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

K. Halifax Urban Ministries will be subject to all provisions of the Subrecipient Agreement between the County and the City (Attachment II) with regard to the administrative requirements of the U.S. Department of Housing and Urban Development (HUD) guidelines.

L. Halifax Urban Ministries acknowledges receipt of a copy of the following Code of Federal Regulations:

- 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

M. Compliance with Florida Public Records Law

Halifax Urban Ministries 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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
(e) Failure of Halifax Urban Ministries to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Witnesses:

CITY OF ORMOND BEACH

_____
Print Name: _____

By: _____
BILL PARTINGTON
Mayor

_____
Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

Witnesses:

HALIFAX URBAN MINISTRIES

_____
Print Name: _____

By: _____
BUCK JAMES
Executive Director

ATTACHMENT I – MONTHLY REPORTING AND REIMBURSEMENT FORMS

The forms within this attachment are required to be submitted monthly for subrecipients of City of Ormond Beach Community Development Block Grant (CDBG) FY 21-22 funding. The required forms include:

- **Section I** – CDBG Request for Monthly Reimbursement and Expense Summary Form
- **Section II** – CDBG Public Service Status Report
- **Section III** – LMI CDBG Clientele Status Report

Additional data such as proof of payment, copies of invoices, receipts, payroll records, employee signed timesheets and paystubs, daily activity logs, etc., are also required to support the monthly expenses and funds reimbursement request.

Failure to submit **all** sections of the report, including financial supporting data, will result in a delay of the approval process and subsequent payment.

The Request for Funds Reimbursement Form is due to the City of Ormond Beach by the 5th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed.

SECTION I

Request For Monthly Reimbursement and Expense Summary Form FY 2021/22

Subrecipient Name: **Halifax Urban Ministries** **Funding Source:** CDBG

Subrecipient Address: _____ **Telephone Number:** _____

City: _____ **State:** _____ **Zip:** _____

Month of Report - this is the month that the subrecipient expended funds:
(the report must be submitted by the 5th day of the following month) _____

CDBG Contact Person: _____ **Telephone:** _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

To Be Completed by Subrecipient				
DESCRIPTION OF ACTIVITY	**BUDGET**	**EXPENSES THIS MONTH**	**EXPENSES TO-DATE**	**AVAILABLE BALANCE**
Hope Place – To provide for increased operational costs to include electric, phone, internet, water, propane and garbage pickup.	$22,500.00			
Total	**$22,500.00**			
AMENDMENT JOURNAL				

Agency Authorized Signature: *(This form is for reproduction or copying by Recipient)*		**Request Date:** (actual date signed)	
Print Name of Agency Authorized Signature:			

SECTION II – CDBG Public Service Status Report FY 2021/22

Subrecipient: Halifax Urban Ministries

Project Name: Hope Place – Increased Operational Costs

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 5th day of the following month)**:**

1. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 2-8. If no, continue to question 9.

2. What is the amount being requested? _____
3. What timeframe did the original expenses occur? From _____ To _____
4. What timeframe did the Halifax Urban Ministries pay expenses? From _____ To _____
5. Is backup documentation included to support all expenses? ☐ Yes ☐ No
6. Is a Monthly Clientele Status Report included? ☐ Yes ☐ No
7. Estimated project/activity completion date: 9/30/2022
8. Percent of project/activity completed to date: _____
9. Describe specific work tasks and quantified accomplishments completed this month:
10. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2021/22

Subrecipient Halifax Urban Ministries **Activity Name** Hope Place – Increased Operational Costs

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month	

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	**Month**	**CDBG Program to Date**	**Hispanic Month**	**Hispanic to Date**
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	**Month**	**Year to Date**
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.
Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.
American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.
Asian & White: A person having origins of both of the above-mentioned characteristics.
Black/African American & White: A person having origins of both of the above-mentioned characteristics.
American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2021/22

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COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2021/22

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the "SUBRECIPIENT").

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent ("Agent") agree as follows:

1. **Responsibility for Grant Administration**: In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.

2. **Other Program Requirements**: This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:

    a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S environmental responsibilities as described in 24 CFR 570.604; and

b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and

c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.

3. **Scope of Services**: The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.

4. **Time of Performance**: This AGREEMENT shall take effect from October 1, 2021 through and including September 30, 2022. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.

5. **Compensation**: The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.

6. **Method of Payment**: Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations**: The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.

8. **Maintenance and Availability of Records**: In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

   Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

   Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

   This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.

10. **Program Income**: All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.

11. **Reversion of Assets**: Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand at the time of expiration and shall assign any accounts receivable attributable to the use of CBBG funds to the County. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

    a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or

    b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).

12. **Subcontracting**: All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to **all** provisions of this AGREEMENT. **All subcontracts must be submitted to the County for its prior written approval and are subject to such approval prior to any execution thereof**.

13. **Suspension and Termination**: The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:

    a. Violates any provision of this AGREEMENT; or

    b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or

    c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or

    d. Fails to complete performance in a timely manner; or

    e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

    The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

f. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;

g. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.

14. **Audit**: The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).

b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.

c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.

d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

16. **Indemnification**: The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with

whom the County has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions**: Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.

18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.

19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortuous conduct in the performance of this AGREEMENT.

20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.

21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia

County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS**. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Subrecipient with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 110 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, Subrecipient acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.

B. Upon request from the County's custodian of public records, provide the County 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 AGREEMENT term and following completion or termination of the AGREEMENT if the Subrecipient does not transfer the records to the County.

D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion or termination of the AGREEMENT, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the AGREEMENT, the Subrecipient

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Subrecipient acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Subrecipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Subrecipient shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Subrecipient's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Subrecipient's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.

24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public

Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of County:	**with a copies of legal notices to:**
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 110 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-59559 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT :	**with a copy of legal notices to:**
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.

27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.

28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.

29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.

31. **Amendments**: Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2021/22

SIGNATURE PAGE

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

Bill Partington

Bill Partington
Mayor
City of Ormond Beach

February 1, 2022
Date

Joyce Shanahan

Joyce Shanahan
City Manager
City of Ormond Beach

February 1, 2022
Date

Carmen Hall
Community Assistance Director
County of Volusia

2/25/2022
Date

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to, and providing technical assistance as requested.

2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.

3. The COUNTY Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. S. Washington St. Sidewalk Improvement: Be responsible for the installation of a 4' wide concrete sidewalk on the west side of S. Washington St. from Live Oak Ave. to Division Ave., however, two alternates will be shown as part of the bid from Live Oak Ave. to Midway Ave. (approximately 240') and from Midway Ave. to Tomoka Ave. (approximately 235'). If these two alternates, or one, are within budget, they will be added.

2. Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Funds will be used to assist the agency with increased costs for electricity, water, propane gas, phone, internet, and garbage collection as these utilities are anticipated to increase by approximately 14%.

3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.

4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities

5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
S. Washington St. Sidewalk Improvement	806.00/1,2	0.519
Public Services		
Hope Place Public Service	Ormond Beach	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
S. Washington St. Sidewalk Improvement: Be responsible for the installation of a 4' wide concrete sidewalk on the west side of S. Washington St. from Live Oak Ave. to Division Ave., however, two alternates will be shown as part of the bid from Live Oak Ave. to Midway Ave. (approximately 240') and from Midway Ave. to Tomoka Ave. (approximately 235'). If these two alternates, or one, are within budget, they will be added.	October 1, 2021 to September 30, 2022	1,775 LMI Persons	Completion by September 30, 2022
Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Funds will be used to assist the agency with increased costs for electricity, water, propane gas, phone, internet, and garbage collection as these utilities are anticipated to increase by approximately 14%.		Estimated 150 LMI Persons	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following level of program services:

Activity	Units per Month	Total Units per Year
S. Washington St. Sidewalk Improvement	N/A	1,775 LMI Persons
Hope Place Public Service	N/A	Estimated 150 LMI Persons

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
   - The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
   - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: S. Washington St. Sidewalk.
   - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
   - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
   - Section IV - Plan of Action (POA) must be submitted for the following activities: S. Washington St. Sidewalk Improvement.
     i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.

2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **$173,665**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OFACTIVITY	BUDGET
City of Ormond Beach	S. Washington St. Sidewalk Improvement: Be responsible for the installation of a 4' wide concrete sidewalk on the west side of S. Washington St. from Live Oak Ave. to Division Ave., however, two alternates will be shown as part of the bid from Live Oak Ave. to Midway Ave. (approximately 240') and from Midway Ave. to Tomoka Ave. (approximately 235'). If these two alternates, or one, are within budget, they will be added.	$151,165
City of Ormond Beach	Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Funds will be used to assist the agency with increased costs for electricity, water, propane gas, phone, internet, and garbage collection as these utilities are anticipated to increase by approximately 14%.	$22,500
TOTAL		**$173,665**

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.

3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

   Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

5. Executive Order 11246, an amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.

6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135), shall govern all housing rehabilitation and community development construction contracts in excess of $200,000 where at least $100,000 of Federal CDBG funds are used, as follows:

   a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
   b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
   c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
   d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriated action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
   e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPEINTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National

Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.

2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.

3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.

5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.

2. For each activity determined to benefit LMI persons based on the area served by the activity:

   a. The boundaries of the service area;

   b. The income characteristics of families and unrelated individuals in the service area; and

c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Public Facility - S. Washington St. Sidewalk Improvement and Public Services- Hope Place Public Services: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:

   a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or

   b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or

   c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.

4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.

6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.

7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:

   a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).

   b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or

maintain any particular statistical measure by race, ethnicity or gender in covered programs.

c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.

d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.

g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 135:

1) Project description, location, total funding limit and the period of performance.

2) A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.

3) If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.

4) Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.

8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: S. Washington St. Sidewalk Improvement.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: S. Washington St. Sidewalk Improvement.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstration employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I
FY 2021/22 Request For Monthly Reimbursement and Expense Summary Form

Subrecipient Name: City of Ormond Beach **Funding Source:** CDBG

Subrecipient Address: _____ **Telephone Number:** _____

City: _____ **State:** _____ **Zip:** _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ **Telephone:** _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

To Be Completed by Subrecipient				
DESCRIPTION OF ACTIVITY	**BUDGET**	**EXPENSES THIS MONTH**	**EXPENSES TO-DATE**	**AVAILABLE BALANCE**
S. Washington St. Sidewalk Improvement: Be responsible for the installation of a 4' wide concrete sidewalk on the west side of S. Washington St. from Live Oak Ave. to Division Ave., however, two alternates will be shown as part of the bid from Live Oak Ave. to Midway Ave. (approximately 240') and from Midway Ave. to Tomoka Ave. (approximately 235'). If these two alternates, or one, are within budget, they will be added.	$151,165			
Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Funds will be used to assist the agency with increased costs for electricity, water, propane gas, phone, internet, and garbage collection as these utilities are anticipated to increase by approximately 14%.	$22,500			
Total	**$173,665**			

AMENDMENT JOURNAL

Fair Housing Activities Description:
(fair housing activities must be reported at least every quarter)

Agency Authorized Signature:
(This form is for reproduction or copying by Recipient)

Request Date:
(actual date signed)

Print Name of Agency Authorized Signature:

Volusia County Community Assistance Use Only

Prepared By:		*Date*		*Capital Project Reviewed By:*		*Date*	
Approved By:						*Date*	

Account #	***IDIS #***	***Funds Requested***

SECTION II A – CDBG Capital Project Status Report FY 2021/22

Subrecipient: City of Ormond Beach

Project Name: S. Washington St. Sidewalk Improvement

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

   Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

   If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote…):

    Is this still applicable: ☐ Yes ☐ No

    If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2021/22

Subrecipient: City of Ormond Beach

Project Name: Hope Place Public Service

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____

   Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? _____

   If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____
4. What timeframe did the original expenses occur? From _____ To _____
5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____
6. Is backup documentation included to support expenses? ☐ Yes ☐ No
7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No
8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No
9. Is a Clientele Status Report included? ☐ Yes ☐ No
10. Estimated project/activity completion date: _____
11. Percent of project/activity completed to date: _____
12. Describe specific work tasks and quantified accomplishments completed this month:
13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION III -- LMI CDBG Clientele Status Report FY 2021/22

Subrecipient City of Ormond Beach **Activity Name** Hope Place Public Service

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month	

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	**Month**	**CDBG Program to Date**	**Hispanic Month**	**Hispanic to Date**
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.
Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.
American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.
Asian & White: A person having origins of both of the above-mentioned characteristics.
Black/African American & White: A person having origins of both of the above-mentioned characteristics.
American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.
Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2021/22

Subrecipient	**CITY OF ORMOND BEACH**
Project Name	**S. Washington St. Sidewalk Improvement**
Is project being implemented by forced labor (employees of the Subrecipient)?	☐ Yes ☐ No

Milestones	Originally Submitted Date	Amended Date (if applicable)	Actual Date	Notes (indicate most recent estimate)
Authorization to Proceed Received	10/1/21			
Technical Design & Procurement Documents, Municipality Approved	12/3/21			
Complete Solicitation Package Submitted to Volusia County	12/6/21			
Solicitation Package Approved by Volusia County	12/20/21			
Solicitation Advertised	1/23/22			
Pre-Bid Meeting	2/10/22			
Bid Opening	2/22/22			
Contract Award	4/19/22			
Pre-Construction Meeting	6/20/22			
Issue Notice to Proceed	6/27/22			
Project Start Date	6/27/22			
Project Completed	10/25/22			
All Reimbursement Requests Submitted to Volusia County	12/16/22			

CITY OF ORMOND BEACH

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

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney

Date: April 5, 2022

Subject: Amendment to Labor Counsel Agreement with Allen, Norton & Blue

Commission Goal: Governance - Other

Introduction

The City's labor firm, Allen, Norton & Blue, has requested that the hourly attorney's fee rate be increased from $275 to $295 an hour, and the hourly paralegal fee rate be increased from $100 to $120 an hour, effective retroactively from April 1, 2021. A cost for the production of color copies is also proposed to be added to the agreement at $1.00 per page.

Background

On August 18, 1992, the City and Allen, Norton & Blue (f/k/a Hogg, Allen Norton & Blue) entered into an agreement for the provision of labor and employment law services, primarily related to collective bargaining matters (litigation matters are handled on a case-by-case basis). The agreement has been amended seven times, with the last amendment occurring on March 5, 2019, when the City Commission approved an increase to $275 for a blended hourly rate for shareholders and associate attorneys. (The hourly rate for paralegals was not increased and mileage costs remained the same at that time.)

Allen, Norton & Blue has indicated that it is necessary for them to increase their hourly attorney's fee rates for all government clients, including the City of Ormond Beach, to offset rising costs of doing business. The proposed rate increase is competitive with prevailing market rates for similar services.

Budget Impact

The budget impact for this change will be charged to the Human Resources Department's budget (General Fund-001) for collective bargaining matters and to the Insurance Fund (General Liability Fund - 504) for litigation matters.

Citizen Impact

There will be no citizen impact.

Recommendation

The City's labor counsel requests that the City Commission approve the attached resolution approving an Eighth Amendment to the labor counsel agreement increasing the attorney's fee rate to $295 an hour, the paralegal's fee rate to $120 an hour, and adding a charge for color copies at $1.00 per page to the agreement. The new rates shall be effective retroactively from April 1, 2021.

Attachments:

- 22-49 8th Amendment to Agr with Allen Norton and Blue (PDF)
- Allen Norton & Blue - Eighth Amendment to Agr (PDF)
- ANB Letter (PDF)

RESOLUTION NO. 2022-49

A RESOLUTION AUTHORIZING THE EXECUTION OF AN EIGHTH AMENDMENT TO THE LABOR COUNSEL AGREEMENT BETWEEN THE CITY AND ALLEN, NORTON & BLUE, P.A., TO INCREASE FEES; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized to execute an Eighth Amendment to that labor counsel Agreement ("Agreement") between the City and Allen, Norton & Blue, P.A., heretofore approved by Resolution No. 92-183, Resolution No. 96-84, Resolution 2000-34, Resolution 2007-205, Resolution 2008-234, Resolution 2011-185, Resolution 2014-43, and Resolution 2019-53. A copy of the Eighth Amendment to Agreement is attached hereto and incorporated herein by reference.

SECTION TWO. The Eighth Amendment to Agreement shall be effective retroactively from April 1, 2021.

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EIGHTH AMENDMENT TO AGREEMENT

THE CITY OF ORMOND BEACH, a Florida Municipal Corporation, and **ALLEN, NORTON AND BLUE, P.A.,** a professional association, hereby agree:

1. That effective retroactively from April 1, 2021, Paragraph 7 of that Agreement between the parties dated August 18, 1992 ("the Agreement") which was first amended on April 2, 1996 ("First Amendment"), amended on March 21, 2000 ("Second Amendment"), amended on November 20, 2007 ("Third Amendment"), amended on December 16, 2008 ("Fourth Amendment"), amended on December 1, 2011 ("Fifth Amendment") amended on March 18, 2014 ("Sixth Amendment"), and amended on March 5, 2019 ("Seventh Amendment") shall be amended to hereafter read as follows:

7. **Compensation.** THE CITY agrees to pay LABOR COUNSEL at an hourly rate as follows:

(a) Two Hundred Ninety-Five ($295) dollars per hour for attorneys;

(b) One Hundred Twenty ($120) dollars per hour for paralegal work.

THE CITY agrees to pay LABOR COUNSEL the fair and reasonable expenses customarily incurred in the performance of the services herein described, as set forth below:

(a)	Fax Transmissions:	$1.00 per page
(b)	Color copies:	$1.00 per page
(c)	Photocopies:	$0.35 per page
(d)	Mileage:	As per **Fla. Stat.** §112.061
(e)	Long Distance Telephone Calls and Postage:	Actual cost incurred
(f)	Lodging and Meals:	As per **Fla. Stat.** §112.061.

When meeting dates, times and places are arranged by LABOR COUNSEL, THE CITY shall not be billed for travel time.

When meeting dates, times and places are arranged by THE CITY, LABOR COUNSEL shall bill THE CITY for travel time on an hourly basis as previously set forth in this paragraph.

2. That, except as hereby amended, the terms and provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to Agreement by their duly-authorized representatives as hereinafter named, this the _____ day of April, 2022.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

CITY OF ORMOND BEACH

By: _____
BILL PARTINGTON
Mayor

Attest: _____
JOYCE SHANAHAN
City Manager

_____

Print Name: _____

_____

Print Name: _____

ALLEN, NORTON & BLUE, P.A.

By: _____
MARK E. LEVITT
Shareholder

Attest: _____

Print Name:_____
Title: _____

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

1477 West Fairbanks Avenue, Suite 100 • Winter Park, Florida 32789
Telephone 407-571-2152 • Facsimile 407-571-1496

March 3, 2021

Via Email Only

Claire Whitley
City of Ormond Beach
22 South Beach Street
Post Office Box 277
Ormond Beach, Florida 32175-0277

Re: Hourly Rates

Dear Claire:

The hourly rates our firm charges for services to City of Ormond Beach have not been increased since 2019. Accordingly, at this time we request a modest increase of $20.00 per hour for partners and associates. If acceptable, the new rate would be $295.00 per hour for partners and associates.

It is a privilege to represent the City of Ormond Beach, and we trust this increase is acceptable. We will make this new rate effective April 1, 2021, unless I hear from you to the contrary.

Please give me a call if you have any questions.

Sincerely,

/s/Mark E. Levitt

Mark E. Levitt

#1281
295/295/120
A458

cc: Robert L. Norton, Esq.
Debbie Melara

CITY OF ORMOND BEACH

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

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Ann-Margret Emery, Deputy City Attorney

Date: April 5, 2022

Subject: Ormond Memorial Art Museum Exterior Signage (Donor Names)

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to approve a resolution to allow the display of exterior signage on the Ormond Memorial Art Museum ("Museum") to recognize certain donors for their significant contributions to the Museum.

Discussion

The City and Ormond Memorial Art Museum entered into a 50-year lease agreement dated September 27, 2019. Paragraph 8, of the agreement sets forth the requirements for the display of signage at the Museum: "*All buildings or grounds "naming" for purposes of recognizing those persons or organizations that have made significant contribution to the mission of the Museum or to the City must be approved by Resolution by the City Commission*."

On March 8, 2022, the City received a letter from Ms. Susan Richmond, Museum Director, supporting the display of the following donor names on the building of the Ormond Memorial Art Museum for their significant contributions to the Museum:

- Nancy & Lowell Lohman Art Center
- The Heaster Family
- The Lydecker Family
- L. Gale Lemerand
- The Council of Garden Clubs

The City also received copies of the approved construction permits for the signage from the Ormond Memorial Art Museum, which include renderings of the proposed signage.

Budget Impact

There is no budget impact to the City associated with this request.

Citizen Impact

The display of the donor names would recognize multiple citizens who have contributed both financially and by donating their time to the Museum.

Recommendation

It is staff's recommendation that the City Commission approve the Resolution to authorize the exterior signage to be displayed on the Ormond Memorial Art Museum building to recognize certain donors for their contributions to the Museum.

Attachments:

- 22-50 OMAM Exterior Signage - Donor Names (P22-0042G) (PDF)
- City Commission Request of Support for Outstanding Contributers (PDF)
- OMAM EXTERIOR SIGNAGE PERMIT (PDF)
- OMAM EXTERIOR SIGNAGE PERMIT (2) (PDF)

RESOLUTION NO. 2022-50

A RESOLUTION AUTHORIZING AND APPROVING EXTERIOR SIGNAGE TO BE DISPLAYED ON THE ORMOND MEMORIAL ART MUSEUM BUILDING FOR THE PURPOSE OF RECOGNIZING CERTAIN DONORS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach ("City") and Ormond Memorial Art Museum ("Museum") entered into a lease agreement dated September 27, 2019, and

WHEREAS, the City and Museum wish to recognize certain donors in the form of exterior signage to be displayed on the Ormond Memorial Art Museum building, and

WHEREAS, Paragraph 8 of the lease agreement between the City and Museum sets forth the requirements for the display of signage at the Ormond Memorial Art Museum, and

WHEREAS, Ms. Susan Richmond, Museum Director, has provided the City with a letter of support discussing each donor's significant contributions to the mission of the Museum, a copy of said letter is attached hereto and incorporated herein, and

WHEREAS, the proposed signage meets the requirements of the City's Land Development Code and is consistent with the mission of the Museum, and

WHEREAS, the Ormond Memorial Art Museum has received the approved permits for the proposed exterior signage, a copy of said permits and renderings are attached hereto and incorporated herein, now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated by reference.

SECTION TWO. The City Commission hereby authorizes and approves the proposed exterior signage to be displayed on the Ormond Memorial Art Museum building, as depicted in the attached permits, for the purpose of recognizing certain donors for their significant contributions to the Museum.

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Ormond Memorial
Art Museum & Gardens

78 East Granada Blvd.
Ormond Beach, FL 32176

386.676.3347 tel
386.676.3244 fax
www.ormondartmuseum.org

Lisa Perry
President

Sherry Gailey
Vice President

Jessica Sznapstajler
Treasurer

Kathy Crotty
Secretary

Nancy Lohman
Imm Past President

Susan Anderson
Bridget Bergens
Tom Brown, MD
Audrey A. Butler
Siobhan Daly
Sejal DeSai
Melissa DeVriese
Lauren Dye
Carol Farmer
Melissa Frankel
Roosevelt Harris
Joni Hunt
Victoria Jones
Cheree Mahoney
Allison Miller
Karishma Naran
Laura Ortiz
Julie Rand
Fay Samimi
Alicia Scott
Dr. Philip Shapiro
Toni Slick
Shellie Sweet

Susan Richmond
Museum Director

OMAM funded in part by
the City of Ormond Beach
& the County of Volusia

ACCESSIBLE

March 8, 2022

TO: Ormond Beach City Commission

FROM: Susan Richmond, Museum Director

RE: Recognition of Outstanding Support of Residents with Exterior Building Signage

Commissioners-

I am so proud to submit the names of the following leadership volunteers and financial supporters of the renovation and addition to the Ormond Memorial Art Museum for your endorsement in honoring them with signage on the exterior of the museum building.

Each of these individuals and families lives in Ormond and has directly contributed financially to the project in a significant way and also donated their time to volunteering both at the Museum and Gardens and many other local civic and nonprofit organizations.

The one group named in this group for recognition is the Council of Garden Clubs which is dedicated to preserving and inspiring a love for the environment and will be hosting programs and meetings in the new space.

While this project brought together hundreds of supporters, the following have made a significant contribution to our community:

Nancy & Lowell Lohman Art Center
The Heaster Family
The Lydecker Family
L. Gale Lemerand
The Council of Garden Clubs

And, we request your support in honoring them for the efforts with signage on the exterior of the building as described in the attached permitting applications.

Thank you.

Stroll. Discover. Create. Remember.

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002664

SIGN APPLICATIONS

Application Number . . . . . 22-00002664 Date 2/21/22
Property Address . . . . . 78 E GRANADA BLVD
Parcel Number: 4214-11-00-0240
ALTERNATE PARCEL KEY: 3045769
Tenant nbr, name . . . . . ORMOND MEMORIAL ART
Application type description SIGN APPLICATIONS
Subdivision Name . . . . . WORTHY & HUBBARDS ADDITION
Property Use . . . . . OTHER MUNICIPAL
Property Zoning . . . . . CENTRAL BUSINESS
Application valuation 3500

Application desc
78 E Granada Blvd-wall sign # 2 (25 sq ft)

Owner	Contractor
CITY OF ORMOND BEACH	DON BELL SIGNS, LLC
PO BOX 277	365 OAK PLACE
ORMOND BEACH FL 321750277	PORT ORANGE FL 32127
	(386) 788-8084

---------- Structure Information 000 000 ----------

Sign Type . . . . . WALL SIGN

Permit . . . . . SIGN PERMIT
Additional desc . .
Permit pin number . 1553692
Permit Fee . . . . 45.00 Plan Check Fee . . 22.50
Issue Date . . . . 2/21/22 Valuation 3500
Expiration Date . . 8/20/22

Qty	Unit Charge	Per		Extension
			BASE FEE	35.00
2.00	5.0000	THOU	VALUATION - $5.00 / THOUS	10.00

Special Notes and Comments
Pursuant to Florida Building Code, section 105.4 in part, this permit will expire if work has not commenced 180 days after permit issuance or if work has been suspended or abandoned for more than 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order, or similar process. The Building Official may grant one or more extensions up to 90 days each provided the extension is in writing and requested BEFORE the permit is due to expire. Any requests to extend a permit

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN TORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002664

SIGN APPLICATIONS

Application Number . . . . . 22-00002664 Date 2/21/22

Special Notes and Comments
that has EXPIRED will be denied and the permit holder will have to reapply for the permit and pay the required fees.
*
*
NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.
*
*
Sign cabinet size limits need to be marked with paint lines and/or survey stakes for the footer inspection. The contractor is also responsible for visibly marking the property line so that the inspector can verify that the required setback is maintained from property line to the edge of sign cabinet.
*
February 21, 2022 2:44:25 PM Emestica.
EFFECTIVE CODES
LAND DEVELOPMENT CODE 2004
FLORIDA BUILDING CODE 5th Edition
2011 NATIONAL ELECTRIC CODE
FLORIDA FIRE PREVENTION CODE 5th Edition

1) A structural analysis has not been part of this review. Applicant relies solely on the designer, architect or engineer of record regarding structural integrity.

2) Contractor may only request inspections pertaining to his/her own work. Electrical contractors shall request their own inspections.

3) The official job site plans, with attachments, must be kept on-site in a weatherproof and accessible location.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN TORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

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CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002664

SIGN APPLICATIONS

Application Number . . . . . 22-00002664 Date 2/21/22

Special Notes and Comments
Plans and comments shall not be removed until final inspections have been completed and approved.

4) All signs shall display: Construction information for illuminated signs shall be in accordance with Section 8-157 of the Code of Ordinances and shall include the voltage of any electrical apparatus and an Underwriters Laboratory seal. Compliance with Other Codes: All signs shall be erected, altered or maintained in accordance with the City s adopted building and electrical codes and all other applicable regulations. Section 3-44: General Sign Regulations

5) Maximum Height Limit: No sign shall be lower than 7 feet from the ground. No sign shall extend above the top edge of the roofline. General Design Standards: Wall signs may not project more than twelve inches (12) from the building wall to which they are attached. b. No wall or canopy sign shall be located closer than two feet (2) to the end of the premises being identified. On corner lots or corner buildings within shopping centers, no wall or canopy sign shall be located closer than two feet (2) to the corner of the building. Illuminated wall signs shall be back-lighted (source of illumination to be concealed) to silhouette the title or be illuminated from an indirect light source. Open face channel letters are not allowed. Section 3-48: Business Premise Identification Signs

6) The Planning Director may approve an alternative building facade for wall signs, such as a side façade, if the business owner requests an alternative location on the building and there is no negative impact to residential properties.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN TORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002664

SIGN APPLICATIONS

Page 4
Application Number . . . . . 22-00002664 Date 2/21/22

Special Notes and Comments

NOTE: The approval of plans and specifications does not permit the violation of any section of the Building Code, nor does it exempt builders, architects, engineers or contractors of the responsibilities in comply with all applicable codes and statutes.

I have been informed of the requirements of Mechanics Lien Law and shall abide by such provisions.
This plan comments are a part of the permit and shall remain attached thereto.

If not in agreement, the applicant shall submit the objection either in writing or in person.

THE APPLICANT AGREES TO PROVIDE A COPY OF THESE PLAN COMMENTS TO THE OWNER.

Other Fees	APPLICATION FEE	35.00
	BLDG SURCHARGE - DCA	2.00
	BLDG SURCHARGE - DBPR	2.00
	TECHNOLOGY FEE	2.25

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	45.00	45.00	.00	.00
Plan Check Total	22.50	22.50	.00	.00
Other Fee Total	41.25	41.25	.00	.00
Grand Total	108.75	108.75	.00	.00

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN TORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002664

SIGN APPLICATIONS

Page 5
Date 2/21/22

Application Number 22-00002664
Property Address . . . . . 78 E GRANADA BLVD
Parcel Number: 4214-11-00-0240
ALTERNATE PARCEL KEY: 3045769
Tenant nbr, name . . . . . ORMOND MEMORIAL ART
Application description . . . SIGN APPLICATIONS
Subdivision Name . . . . . WORTHY & HUBBARDS ADDITION
Property Use . . . . . OTHER MUNICIPAL
Property Zoning . . . . . CENTRAL BUSINESS

Permit . . . . . SIGN PERMIT

Additional desc . .
Permit pin number . 1553692

Required Inspections

Seq	Insp Code	Description	Initials	Date	Time
10	SIGF	SIGN FINAL INSPECTION	_____	__/__/__	__:__

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN TORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

3 Patron Letter Set Color/Materials Construction

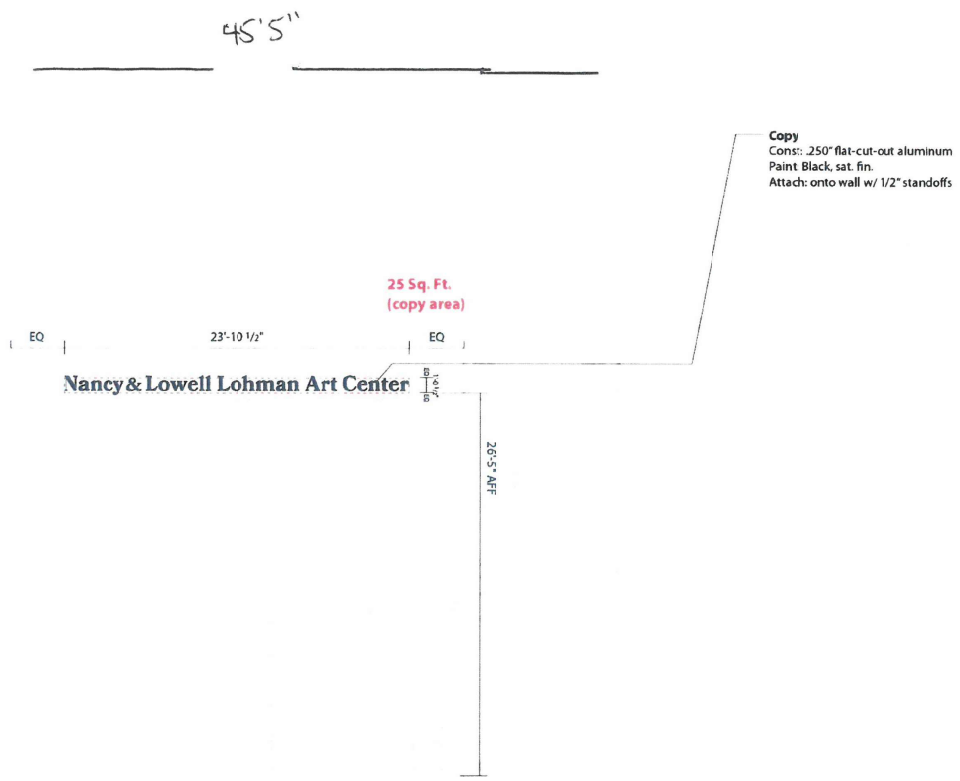
Scope of Work

Don Bell Signs to fabricate & install:
(1) set of non-illuminated flat-cut-out letters, as shown.

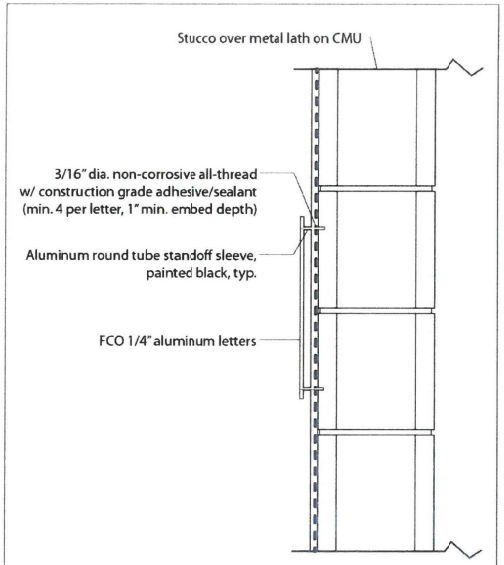
Notes:

All hardware to be non-corrosive.

Landscaping by others.



SOUTH Elevation
Scale: 1/8" = 1'-0"



Attachment detail
Scale: 1 1/2" = 1'-0"

Attachment detail
Scale: 1 1/2" = 1'-0"

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL
listed and Recognized n the SAM Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

City of Ormond Beach
REVIEWED FOR
CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002664
Stamped By: Chris Walter
02/21/22 01:47 PM

ORMOND BEACH MEMORIAL ART MUSEUM

DESIGN #: 2000490 R3
DATE: 8.20.20
DRAWN BY: M. De Bolt

Revisions / Date / Initials
R1 (11.10.2021) MD
R2 (01.19.2021) SS
R3 (2.2.2022) MD

ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

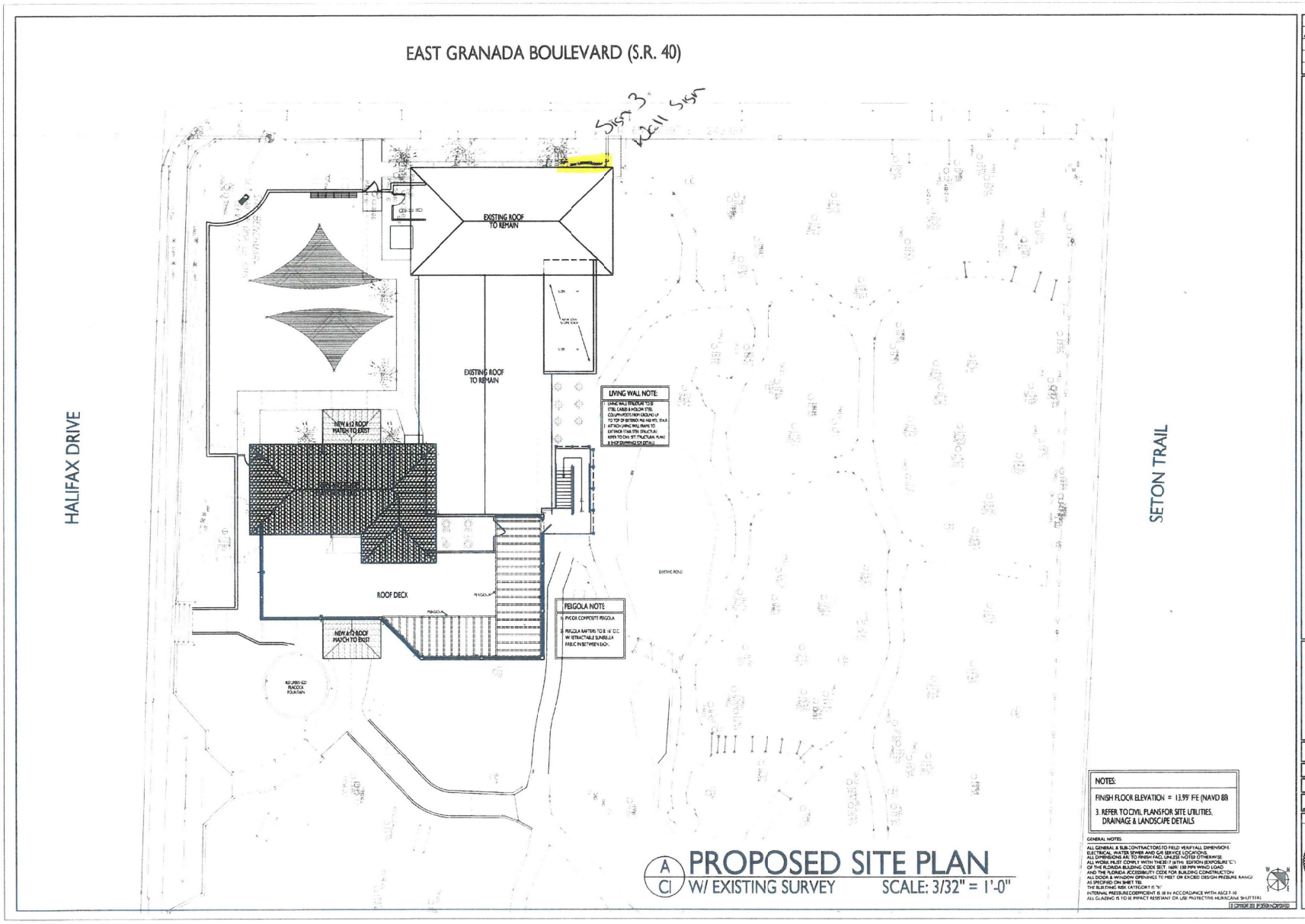
SHEET 6

ACCOUNT: Ormond Beach Memorial Art Museum
STREET: 78 East Granada
CITY: Ormond Beach STATE: FL
SALES REP: Jim Wetherell
SCALE: As Noted
FILE NAME:
PROGRAM: Adobe Illustrator CS10
FONTS USED:
CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

DON BELL SIGNS LLC

365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080



City of Ormond Beach
REVIEWED FOR
CODE COMPLIANCE*

*This does not grant permission to violate any applicable law, code or ordinance.

BP22-00002664

Stamped By: Chris Walter
10/24/22 01:48 PM

ORMOND BEACH MEMORIAL ART MUSEUM ADDITION

PROPERTY OWNER, REP.: SUSAN RICHMOND, MUSEUM DIRECTOR, ORMOND MEMORIAL ART MUSEUM, INC. 78 EAST GRANADA BLVD. ORMOND BEACH, FL 32176 PH.: 386/676-3347
OWNER REPRESENTATIVE: SCOTT MCCARTHY, 114 PONCE DE LEON CIRCLE, PONCE INLET, FL 32127 - LICs CGC 061008 - USGBC MEMBER - LEED AP BD+C PH.: 386/566-4776
PROJECT LOCATION: 78 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN & DRAWING SERVICES
AA 26001108
BRIAN P. FREELEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0017956
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-6812 FX: (386) 251-1450
E-MAIL: Brian@bpfdesign.com WEBSITE: bpfdesign.com

PROPOSED SITE PLAN

DATE: JULY 22, 2020
SCALE: 3/32"=1'-0"
SHT NO. C1

ARCHITECT'S / ENGINEER'S SEAL

Digitally signed by Dallas B. Peacock
Date: 2020.08.06 12:05:26 -04'00'

City of Ormond Beach
REVIEWED FOR
CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002664
Stamped By: Chris Walter
02/24/22 01:47 PM

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 3
Description:	**Fastener Design with Typical Details**

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:27 -05'00'

Signature:
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Special Notes:
1. Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)

Specifications

1. 2020 Florida Building Code, 7th Edition
2. ACI 318-08, ASCE 7-16
3. ASTM F1554 Grade 36, ASTM A307 Anchor Bolts, (Heavy Hex on Bottom, not "L" bolts, UNO)
4. ASTM A36 Structural Steel
5. ASTM A325 Connection Bolts, Snug Tight
6. ASTM A500 Grade B, Structural Steel Tubing, F_y = 46 ksi
7. ASTM A449 Hex Cap Screws, Bolts & Studs, Steel, Heat Treated, Fy = 120, 105, 90 minimum
8. ASTM 6053, 6061-T6 Structural Aluminum Tubing, F_y = 20 ksi m
9. ASTM A53, Grade B, Type E or S, Structural Piping, F_y = 35 ksi
10. Rebar, Grade 60 for #6 or Larger, Grade 40 for #5 or Smaller
11. ASTM A992 / A572 Grade 50 - Standard I-Beams, F_y = 50 ksi
12. ASTM A307 Carbon Steel Bolts & Studs
13. ASTM C-920 Elastomeric Joint Sealant
14. Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Assumption:

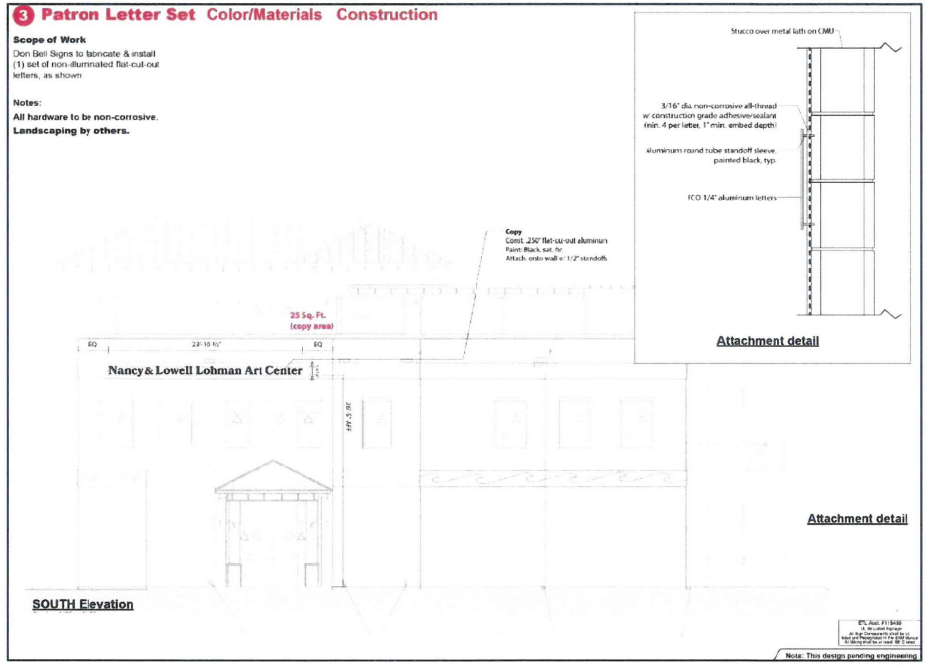
1. Design Wind Speed, V_{ult} = 140 mph Per 2020 FBC Wind Maps
2. Concrete Strength, f_c' = 3000 psi min. compressive strength
3. Wind Loads Per = ASCE 7-16
4. Wind Exposure = C Verify in Field
   a) Z_g = 900 - ASCE 7-16
   b) α = 9.5 - ASCE 7-16
   c) K_d = 0.85 - ASCE 7-16
   d) G_f = 0.85 - ASCE 7-16
5. Risk Category = II MRI = 900 years
   a) I = 1.00 ASCE 7-16, For Category II Buildings
6. Sign Dimensions =

	Height (ft)	Width (ft)	Area (ft^2)	Each	$Area_T$ (ft^2)
a) Channel Letters 1 =	1.04	23.88	24.87	1	24.87
b) Logo Panel 1 =	0.00	0.00	0.00	1	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	1	0.00
				Total Area =	**24.87 ft2**

7. Sign Weight =

	Unit Weight (lb/ft^2)		Area (ft^2)		Weight (lbs)
a) Channel Letters 1 =	3.00	X	24.87	=	74.61
b) Logo Panel 1 =	3.00	X	0.00	=	0.00
c) Logo Panel 3 =	3.00	X	0.00	=	0.00
				Total Weight =	**74.61 lbs**

Note: approximate weight(s) based on details shown.



NOT TO SCALE

Drawing Sheet S-1

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 3
Description:	**Fastener Design with Typical Details**

Sign Specifications:

	Height (ft)	Width (ft)	Area (ft2)	Weight (lbs)	Weight Per Letter (lbs)	Load Per Bolt (lbs)
a) Channel Letters 1 =	1.04	23.88	24.87	74.61	2.98	0.99
b) Logo Panel 1 =	0.00	0.00	0.00	0.00	0.00	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	0.00	0.00	0.00

Analysis:

Fastener Type	Wall Construction	Allowable Load (lbs)	Minimum Number of Fasteners	Minimum Spacing of Fasteners
3/8" Non-Corrosive Thru Bolt A307	CMU / Brick, Concrete, Stud w/ 2X4 Backer	500	As Shown	Letters: Attach Letters To Wall w/ Fasteners As Shown Evenly Spaced Top & Bottom
	CSB, Plywood, Stud w/ OSB	100	As Shown	
3/8" Toggle Bolt	OSB or Plywood	210	As Shown	
		210	As Shown	AND
1/4" Simpson SDS with 2" Threaded Penetration	SPF	240	As Shown	
	SYD	345	As Shown	
3/8" LAG with Simpson SMSA37	CMU	250	As Shown	
	Concrete	585	As Shown	1 Fastener Per N/A ft^2 of Net Letter Area (I in each corner)
1/4" Simpson Titen or Tapcon	CMU (1-1/4" Embed. Depth)	150	As Shown	
	Concrete (1-1/2" Embed. Depth)	365	As Shown	
3/16" All Threaded Studs with Powers AC100 Gold Epoxy - Preferred Method	**CMU (1-1/4" Embed. Depth)**	**135**	**As Shown**	
	Concrete (1-1/4" Embed. Depth)	**270**	**As Shown**	
Powers AC100+ Gold Adhesive (Or Equivalent	Concrete (2-3/8" Embed. Depth)	500	As Shown	
#14 Wood Screw or Sheet Metal Screw	5/8" OSB or Plywood Sheathing	100	As Shown	Attach Sign To Wall w/ Fasteners Shown (Evenly Top & Bottom)
1/4" Aluminum Pins - ASTM 6053, 6061 with Powers AC100+	CMU / Brick, Concrete, Stud w/ 2X4 Backer	500	As Shown	
	CSB, Plywood, Stud w/ OSB	100	As Shown	
3/8" Wedge Anchors	Concrete (1-1/2" Embed. Depth)	420	As Shown	
3/8" Large Diameter Tapcons	Concrete (1-1/2" Embed. Depth)	1335	As Shown	

Note 1: Fastener options depend on the attachment material determined during the field survey.
Note 2: Refer to Drawing Sheet S-3 for "Typical Fasteners and Wall Type Options" NOT TO SCALE

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

City of Ormond Beach REVIEWED FOR CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002664
Stamped By: Chris Walter 02/17/22 01:47 PM

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

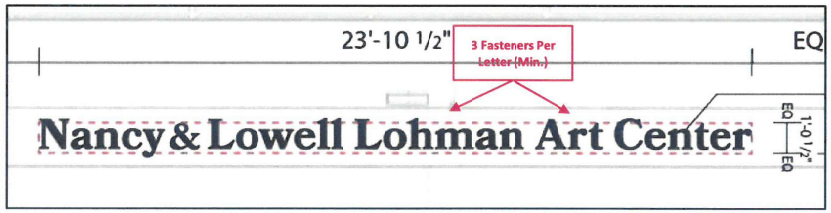
Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:33 -05'00'

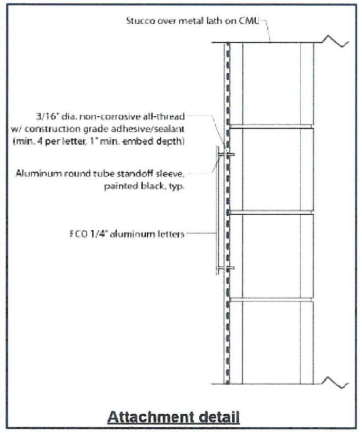
Signature:
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Special Notes:
1.Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)



3/16" Non-Corrosive All Threaded Studs (Or Equivalent). Fill Drill Holes with Powers AC100+ Gold Adhesive (Or Equivalent).



Attachment detail

Note: Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Drawing Sheet S-2

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

City of Ormond Beach
REVIEWED FOR
CONCEPTUAL ONLY*
*This does not grant permission to violate any applicable law, code or ordinance
BP22-00002664
Stamped By: Chris Walter
02/21/22 01:47 PM

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 3
Description:	**Fastener Typical Details**

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:40 -05'00'

Signature:
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Special Notes:
1. Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)

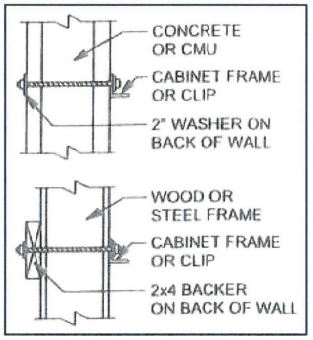
Sign Specifications:

	Height (ft)	Width (ft)	Area (ft2)	Weight (lbs)	Weight Per Letter (lbs)
a) Channel Letters 1 =	1.04	23.88	24.87	74.61	2.98
b) Logo Panel 1 =	0.00	0.00	0.00	0.00	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	0.00	0.00

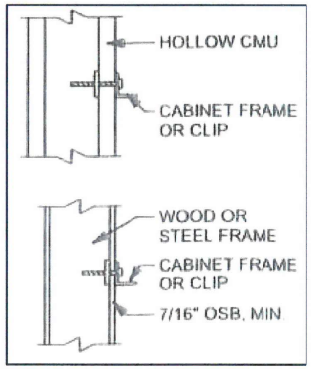
Details:

TYPICAL FASTENERS AND WALL TYPE OPTIONS

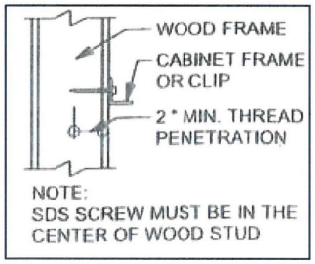
Thru Bolt



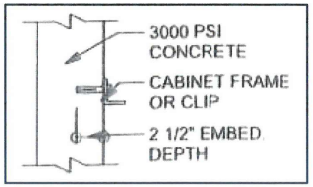
Toggle Bolt



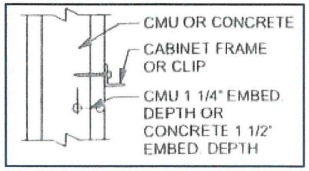
SDS Screws



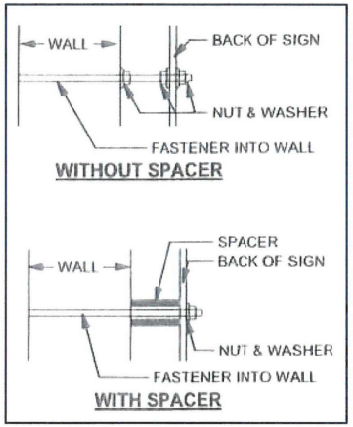
Expansion Shield

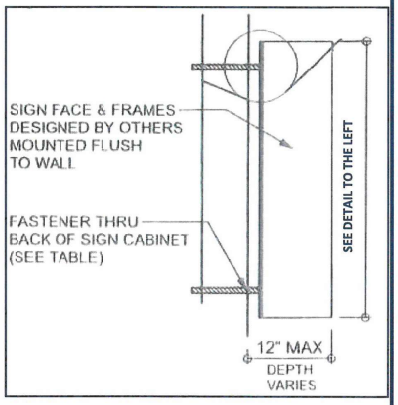


Aluminum Pin ,Simpson Titen Or Tapcon



TYPICAL SIGN SECTION





Note: 1. Sign may be attached directly to wall if a spacer is not necessary. The spacer is shown in the event electrical wiring needs to be attached to the sign through the backside.

2. Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Drawing Sheet S-3

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002665

SIGN APPLICATIONS

Application Number . . . . . 22-00002665 Date 2/21/22
Property Address . . . . . 78 E GRANADA BLVD
Parcel Number: 4214-11-00-0240
ALTERNATE PARCEL KEY: 3045769
Tenant nbr, name . . . . . ORMOND MEMORIAL ART
Application type description SIGN APPLICATIONS
Subdivision Name . . . . . WORTHY & HUBBARDS ADDITION
Property Use . . . . . OTHER MUNICIPAL
Property Zoning . . . . . CENTRAL BUSINESS
Application valuation 4200

Application desc
78 E Granada Blvd-wall sign # 3 (40 sq ft)

Owner	Contractor
CITY OF ORMOND BEACH	DON BELL SIGNS, LLC
PO BOX 277	365 OAK PLACE
ORMOND BEACH FL 321750277	PORT ORANGE FL 32127
	(386) 788-8084

Structure Information 000 000

Sign Type . . . . . WALL SIGN

Permit . . . . . SIGN PERMIT - NO ELEC/FOOTER
Additional desc . .
Permit pin number . 1553643
Permit Fee . . . . 50.00 Plan Check Fee . . 25.00
Issue Date . . . . 2/21/22 Valuation 4200
Expiration Date . . 8/20/22

Qty	Unit Charge	Per		Extension
			BASE FEE	35.00
3.00	5.0000	THOU	VALUATION - $5.00 / THOUS	15.00

Special Notes and Comments
Pursuant to Florida Building Code, section 105.4 in part, this permit will expire if work has not commenced 180 days after permit issuance or if work has been suspended or abandoned for more than 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order, or similar process. The Building Official may grant one or more extensions up to 90 days each provided the extension is in writing and requested BEFORE the permit is due to expire. Any requests to extend a permit

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002665

SIGN APPLICATIONS

Page 2
Application Number . . . . . 22-00002665 Date 2/21/22

Special Notes and Comments
that has EXPIRED will be denied and the permit holder will have to reapply for the permit and pay the required fees.
*
*
NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.
*
*
Sign cabinet size limits need to be marked with paint lines and/or survey stakes for the footer inspection. The contractor is also responsible for visibly marking the property line so that the inspector can verify that the required setback is maintained from property line to the edge of sign cabinet.
*
February 21, 2022 12:49:52 PM clements.
EFFECTIVE CODES
LAND DEVELOPMENT CODE 2004
FLORIDA BUILDING CODE 5th Edition
2011 NATIONAL ELECTRIC CODE
FLORIDA FIRE PREVENTION CODE 5th Edition

1) A structural analysis has not been part of this review. Applicant relies solely on the designer, architect or engineer of record regarding structural integrity.

2) Contractor may only request inspections pertaining to his/her own work. Electrical contractors shall request their own inspections.

3) The official job site plans, with attachments, must be kept on-site in a weatherproof and accessible location.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002665

SIGN APPLICATIONS

Page 3
Application Number . . . . . 22-00002665 Date 2/21/22

Special Notes and Comments
Plans and comments shall not be removed until final inspections have been completed and approved.

4) All signs shall display: Construction information for illuminated signs shall be in accordance with Section 8-157 of the Code of Ordinances and shall include the voltage of any electrical apparatus and an Underwriters Laboratory seal. Compliance with Other Codes: All signs shall be erected, altered or maintained in accordance with the City s adopted building and electrical codes and all other applicable regulations. Section 3-44: General Sign Regulations

5) Maximum Height Limit: No sign shall be lower than 7 feet from the ground. No sign shall extend above the top edge of the roofline. General Design Standards: Wall signs may not project more than twelve inches (12) from the building wall to which they are attached. b. No wall or canopy sign shall be located closer than two feet (2) to the end of the premises being identified. On corner lots or corner buildings within shopping centers, no wall or canopy sign shall be located closer than two feet (2) to the corner of the building. Illuminated wall signs shall be back-lighted (source of illumination to be concealed) to silhouette the title or be illuminated from an indirect light source. Open face channel letters are not allowed. Section 3-48: Business Premise Identification Signs

6) The Planning Director may approve an alternative building facade for wall signs, such as a side façade, if the business owner requests an alternative location on the building and there is no negative impact to residential properties.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002665

SIGN APPLICATIONS

Page 4
Application Number . . . . . 22-00002665 Date 2/21/22

Special Notes and Comments

NOTE: The approval of plans and specifications does not permit the violation of any section of the Building Code, nor does it exempt builders, architects, engineers or contractors of the responsibilities in comply with all applicable codes and statutes.

I have been informed of the requirements of Mechanics Lien Law and shall abide by such provisions.
This plan comments are a part of the permit and shall remain attached thereto.

If not in agreement, the applicant shall submit the objection either in writing or in person.

THE APPLICANT AGREES TO PROVIDE A COPY OF THESE PLAN COMMENTS TO THE OWNER.

Other Fees	APPLICATION FEE	35.00
	BLDG SURCHARGE - DCA	2.00
	BLDG SURCHARGE - DBPR	2.00
	TECHNOLOGY FEE	2.50

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	50.00	50.00	.00	.00
Plan Check Total	25.00	25.00	.00	.00
Other Fee Total	41.50	41.50	.00	.00
Grand Total	116.50	116.50	.00	.00

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

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CITY OF ORMOND BEACH
BUILDING PERMITS & INSPECTIONS
PO BOX 277
ORMOND BEACH, FL 32175-0277

Construction Permit
#22-00002665

SIGN APPLICATIONS

Page 5
Date 2/21/22

Application Number 22-00002665
Property Address . . . . . 78 E GRANADA BLVD
Parcel Number: 4214-11-00-0240
ALTERNATE PARCEL KEY: 3045769
Tenant nbr, name . . . . . ORMOND MEMORIAL ART
Application description . . . SIGN APPLICATIONS
Subdivision Name . . . . . WORTHY & HUBBARDS ADDITION
Property Use . . . . . OTHER MUNICIPAL
Property Zoning . . . . . CENTRAL BUSINESS

Permit . . . . . SIGN PERMIT - NO ELEC/FOOTER

Additional desc . .
Permit pin number . 1553643

Required Inspections

Seq	Insp Code	Description	Initials	Date	Time
10	SIGF	SIGN FINAL INSPECTION	_____	__/__/__	__:__

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

INSPECTIONS MAY BE SCHEDULED AT http://www.ormondbeach.org/bp

4 Patron Letter Sets Color/Materials Construction

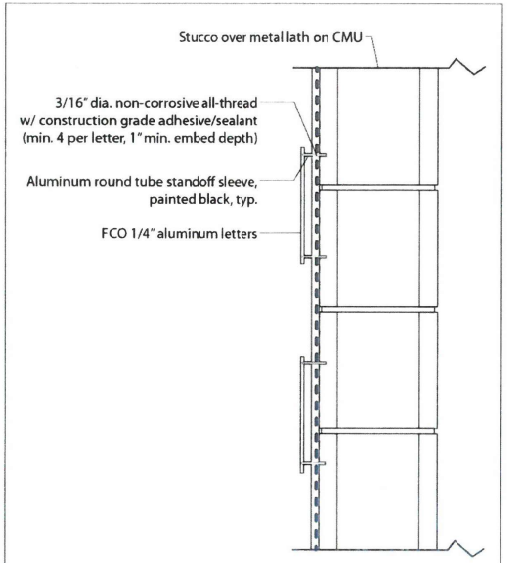
Scope of Work

Don Bell Signs to fabricate & install:
(1) set of non-illuminated flat-cut-out letters, as shown.

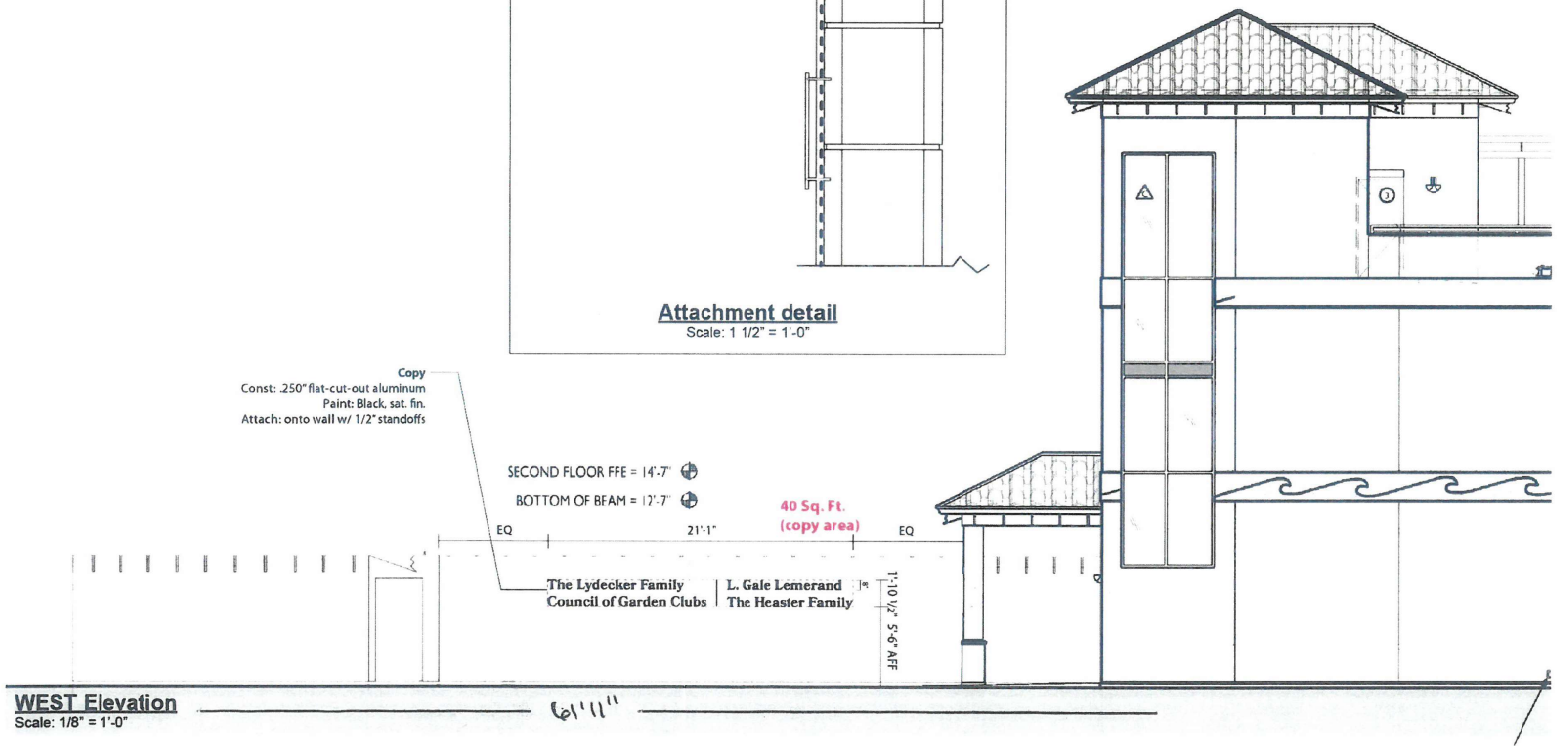
Notes:

All hardware to be non-corrosive.

Landscaping by others.



Attachment detail
Scale: 1 1/2" = 1'-0"



WEST Elevation
Scale: 1/8" = 1'-0"

ETL Acct. #115459
UL 48 Listed Signage
All Sign Components shall be UL listed and Recognized in the SAM Manual
All Wiring shall be at least 90° C rated

Note: This design pending engineering.

City of Ormond Beach
REVIEWED FOR CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002665
Stamped By: Chris Walter
02/21/22 10:31 AM

ORMOND BEACH MEMORIAL ART MUSEUM

DESIGN #: 2000490 R3
DATE: 8.20.20
DRAWN BY: M. De Bolt

Revisions / Date / Initials
R1 (11.10.2021) MD
R2 (01.19.2021) SS
R3 (2.2.2022) MD

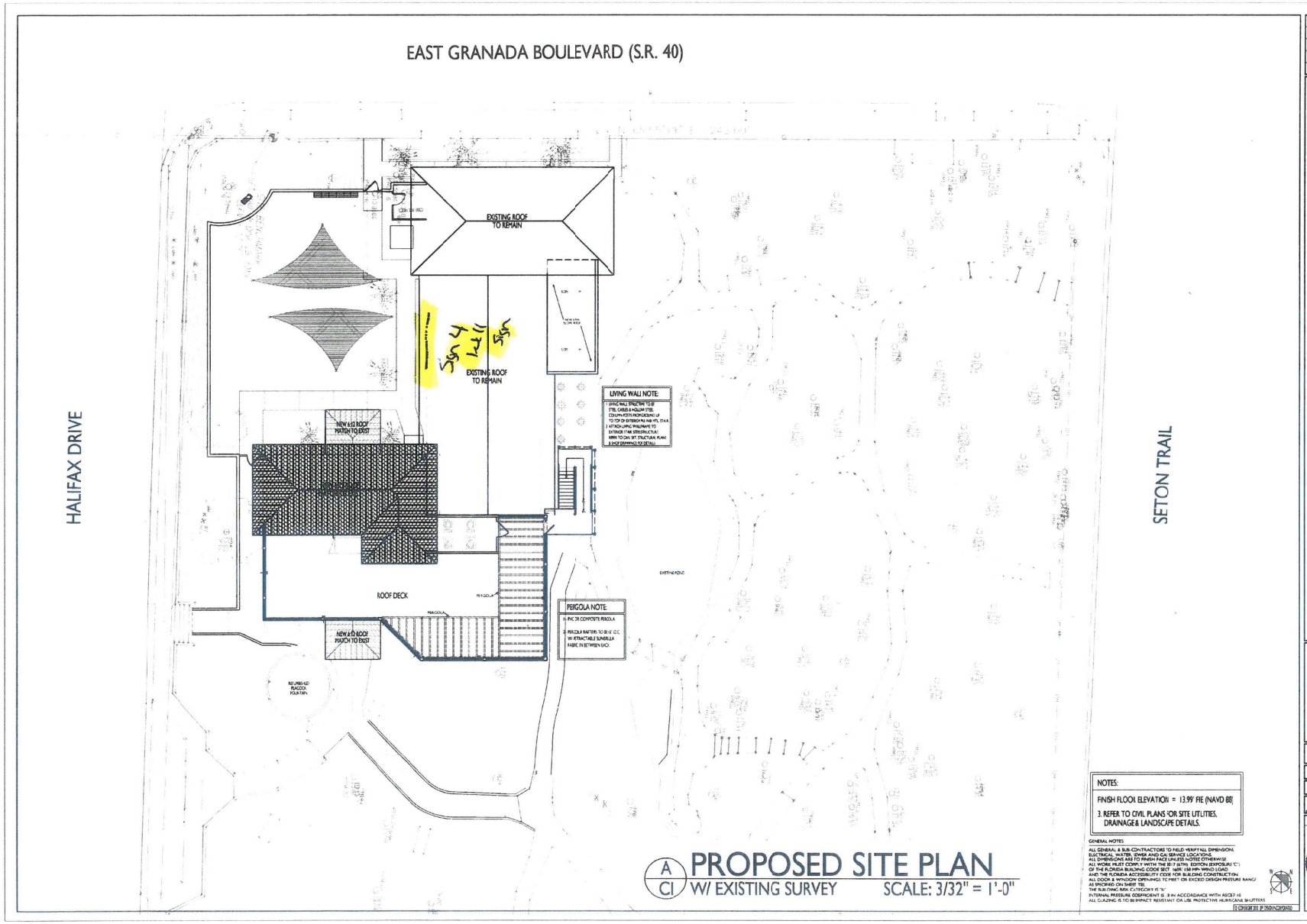
ACCOUNT #115459
US
☐ 120 Volt
☐ 277 Volt

SHEET 7

ACCOUNT: Ormond Beach Memorial Art Museum
STREET: 78 East Granada
CITY: Ormond Beach STATE: FL
SALES REP: Jim Wetherell
SCALE: As Noted
PROGRAM: Adobe Illustrator CS10
CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.

DON BELL SIGNS LLC
365 OAK PLACE
PORT ORANGE, FL 32127
386.788.8084
800.824.0082



City of Ormond Beach
REVIEWED FOR
CODE COMPLIANCE

*This does not grant permission to violate any applicable law, code or ordinance.

BP22-00002665

Stamped By: Chris Walter
12/21/22 10:31 AM

ORMOND BEACH MEMORIAL ART MUSEUM ADDITION

PROPERTY OWNER: REP: SUSAN RICHMOND, MUSEUM DIRECTOR, ORMOND MEMORIAL ART MUSEUM, INC. 78 EAST GRANADA BLVD, ORMOND BEACH, FL 32176 PH: 386/676-3247
OWNER REPRESENTATIVE: SCOTT MCCARTHY, 114 PONCE DELEON CIRCLE, PONCE INLET, FL 32127 - LICE# CGC 061008 - USGBC MEMBER - LEED AP BD+C PH: 386/566-4776
PROJECT LOCATION: 78 EAST GRANADA BOULEVARD, ORMOND BEACH, FL 32176
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN & DRAWING SERVICES
AA 26001108
BRIAN P. FREELEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009796
307 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-8000 FX: (386) 257-1850
E-MAIL: bfreeley@bfdesig.com WEBSITE: bpfdesign.com

PROPOSED SITE PLAN

DATE: JULY 20, 2020
SCALE: 3/32"=1'-0"
SHT NO. C1

ARCHITECT'S / ENGINEER'S SEAL

Digitally signed by Dallas B. Peacock
Date: 2020.08.06 12:05:26 -04'00'

City of Ormond Beach
REVIEWED FOR
CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002665
Stamped By: Chris Walter
02/24/22 10:31 AM

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 4
Description:	**Fastener Design with Typical Details**

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:05 -05'00'

Signature:
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Specifications

1. 2020 Florida Building Code, 7th Edition
2. ACI 318-08, ASCE 7-16
3. ASTM F1554 Grade 36, ASTM A307 Anchor Bolts, (Heavy Hex on Bottom, not "L" bolts, UNO)
4. ASTM A36 Structural Steel
5. ASTM A325 Connection Bolts, Snug Tight
6. ASTM A500 Grade B, Structural Steel Tubing, F_y = 46 ksi
7. ASTM A449 Hex Cap Screws, Bolts & Studs, Steel, Heat Treated, Fy = 120, 105, 90 minimum
8. ASTM 6053, 6061-T6 Structural Aluminum Tubing, F_y = 20 ksi m
9. ASTM A53, Grade B, Type E or S, Structural Piping, F_y = 35 ksi
10. Rebar, Grade 60 for #6 or Larger, Grade 40 for #5 or Smaller
11. ASTM A992 / A572 Grade 50 - Standard I-Beams, F_y = 50 ksi
12. ASTM A307 Carbon Steel Bolts & Studs
13. ASTM C-920 Elastomeric Joint Sealant
14. Digital Signatures (F.A.C. 61G15-23.004): This tem has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Special Notes:
1. Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)

Assumption:

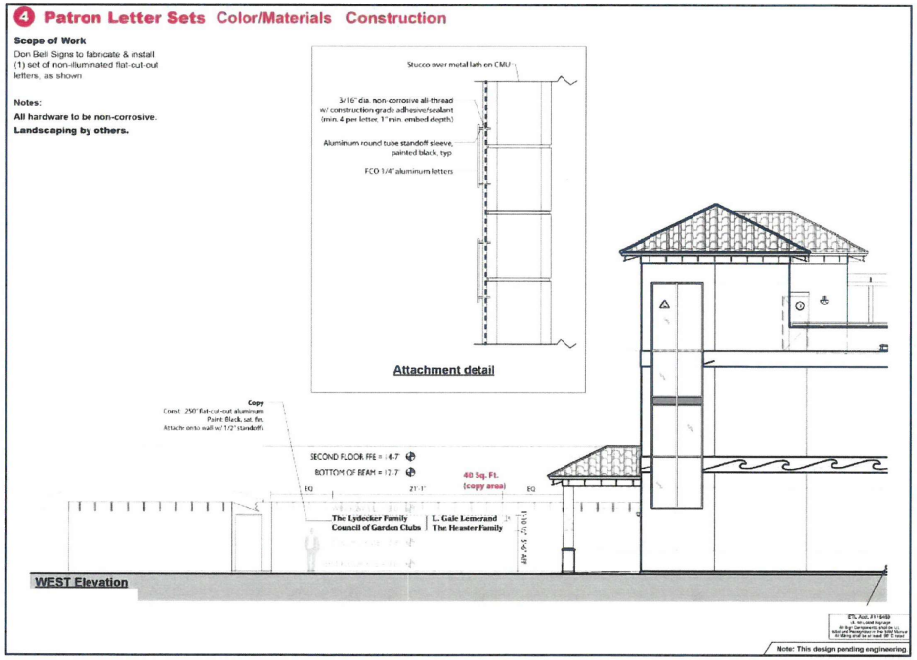
1. Design Wind Speed, V_{ult} = 140 mph Per 2020 FBC Wind Maps
2. Concrete Strength, f_c' = 3000 psi min. compressive strength
3. Wind Loads Per = ASCE 7-16
4. Wind Exposure = C Verify in Field
   a) Z_g = 900 - ASCE 7-16
   b) α = 9.5 - ASCE 7-16
   c) K_d = 0.85 - ASCE 7-16
   d) G_f = 0.85 - ASCE 7-16
5. Risk Category = II MRI = 900 years
   a) I = 1.00 ASCE 7-16, For Category II Buildings
6. Sign Dimensions =

	Height (ft)	Width (ft)	Area (ft^2)	Each	$Area_T$ (ft^2)
a) Channel Letters 1 =	1.88	21.08	39.53	1	39.53
b) Logo Panel 1 =	0.00	0.00	0.00	1	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	1	0.00
				Total Area =	**39.53 ft2**

7. Sign Weight =

	Unit Weight (lb/ft^2)		Area (ft^2)		Weight (lbs)
a) Channel Letters 1 =	3.00	X	39.53	=	118.59
b) Logo Panel 1 =	3.00	X	0.00	=	0.00
c) Logo Panel 3 =	3.00	X	0.00	=	0.00
				Total Weight =	**118.59 lbs**

Note: approximate weight(s) based on details shown.



NOT TO SCALE

Drawing Sheet S-1

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 4
Description:	**Fastener Design with Typical Details**

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

City of Ormond Beach REVIEWED FOR CODE COMPLIANCE*
*This does not grant permission to violate any applicable law, code or ordinance.
BP22-00002665
Stamped By: Chris Walter 2/24/22 10:31 AM

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:11 -05'00'

Signature:
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Special Notes:
1.Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)

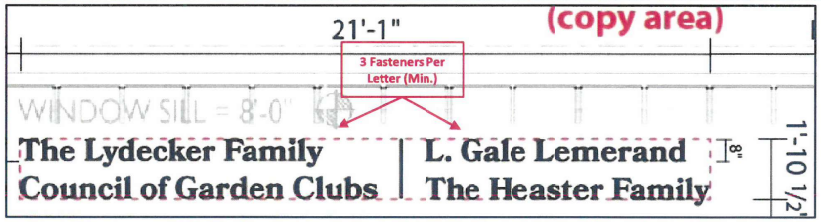
Sign Specifications:

	Height (ft)	Width (ft)	Area (ft2)	Weight (lbs)	Weight Per Letter (lbs)	Load Per Bolt (lbs)
a) Channel Letters 1 =	1.88	21.08	39.53	118.59	4.74	1.58
b) Logo Panel 1 =	0.00	0.00	0.00	0.00	0.00	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	0.00	0.00	0.00

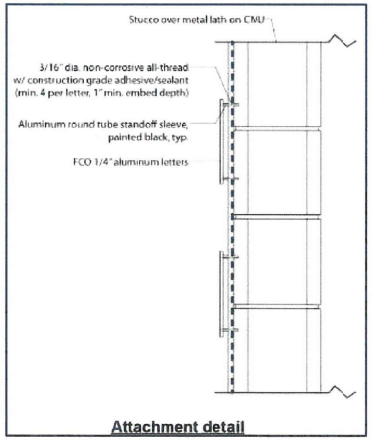
Analysis:

Fastener Type	Wall Construction	Allowable Load (lbs)	Minimum Number of Fasteners	Minimum Spacing of Fasteners
3/8" Non-Corrosive Thru Bolt A307	CMU / Brick, Concrete, Stud w/ 2X4 Backer	500	As Shown	Letters: Attach Letters To Wall w/ Fasteners As Shown Evenly Spaced Top & Bottom AND 1 Fastener Per N/A ft^2 of Net Letter Area (I in each corner)
	OSB, Plywood, Stud w/ OSB	100	As Shown	
3/8" Toggle Bolt	OSB or Plywood	210	As Shown	
		210	As Shown	
1/4" Simpson SDS with 2" Threaded Penetration	SPF	240	As Shown	
	SYD	345	As Shown	
3/8" LAG with Simpson SMSA37	CMU	250	As Shown	
	Concrete	585	As Shown	
1/4" Simpson Titen or Tapcon	CMU (1-1/4" Embed. Depth)	150	As Shown	
	Concrete (1-1/2" Embed. Depth)	365	As Shown	
3/16" All Threaded Studs with Powers AC100 Gold Epoxy - Preferred Method	**CMU (1-1/4" Embed. Depth)**	**135**	**As Shown**	
	Concrete (1-1/4" Embed. Depth)	**270**	**As Shown**	
Powers AC100+ Gold Adhesive (Or Equivalent	Concrete (2-3/8" Embed. Depth)	500	As Shown	
#14 Wood Screw or Sheet Metal Screw	5/8" OSB or Plywood Sheathing	100	As Shown	Attach Sign To Wall w/ Fasteners Shown (Evenly Top & Bottom)
1/4" Aluminum Pins - ASTM 6053, 6061 with Powers AC100+	CMU / Brick, Concrete, Stud w/ 2X4 Backer	500	As Shown	
	OSB, Plywood, Stud w/ OSB	100	As Shown	
3/8" Wedge Anchors	Concrete (1-1/2" Embed. Depth)	420	As Shown	
3/8" Large Diameter Tapcons	Concrete (1-1/2" Embed. Depth)	1335	As Shown	

Note 1: Fastener options depend on the attachment material determined during the field survey.
Note 2: Refer to Drawing Sheet S-3 for "Typical Fasteners and Wall Type Options" NOT TO SCALE



3/16" Non-Corrosive All Threaded Studs (Or Equivalent). Fill Drill Holes with Powers AC100+ Gold Adhesive (Or Equivalent).



Attachment detail

Note: Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Drawing Sheet S-2

PEAK Engineering & Construction Consulting, LLC
P.O. Box 238121, Port Orange, FL 32123-8121
Phone: (808) 264-7214
Email: dustin.dipersia@gmail.com

PEAK ENGINEERING & CONSTRUCTION CONSULTING

CERTIFICATION: To the best of my knowledge, I certify this analysis meets structural requirements of: 2020 Florida Building Code, 7th Edition

LIMITATION: Valid for one sign, at specified location. In case of conflict, structural requirements, scope of work, and installer, mfg, owner responsibilities control.

City of Ormond Beach
REVIEWED FOR CODE COMPLIANCE
*This does not grant permission to violate any applicable law, code or ordinance
BP22-00002665
Stamped By: Chris Walter
02/21/22 10:31 AM

Name:	Don Bell Signs
Project:	Ormond Beach Memorial - 2000490 Wall Sign 4
Description:	**Fastener Typical Details**

THIS SEAL FOR STRUCTURAL ONLY
DUSTIN DIPERSIA, P.E. FL 77276
CERTIFICATE OF AUTHORIZATION: 33209

Dustin Lee DiPersia LICENSE No 77276 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Dustin L DiPersia
Date: 2022.02.14 18:15:17 -05'00'

Signature
Date: 2/14/2022

Printed Date:	2/14/2022
Drawn By:	Dustin DiPersia, P.E.
Checked By:	Dustin DiPersia, P.E.

Special Notes:
1. Sign Location: 78 E. Granada Blvd., Ormond Beach, FL
2. Column Specs N/A
3. Bolts 1: 3/16" Studs w/Epoxy (Or Equivalent)
4. Bolts 2: N/A (Or Equivalent)

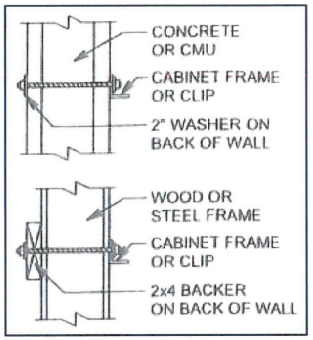
Sign Specifications:

	Height (ft)	Width (ft)	Area (ft2)	Weight (lbs)	Weight Per Letter (lbs)
a) Channel Letters 1 =	1.88	21.08	39.53	118.59	4.74
b) Logo Panel 1 =	0.00	0.00	0.00	0.00	0.00
c) Logo Panel 3 =	0.00	0.00	0.00	0.00	0.00

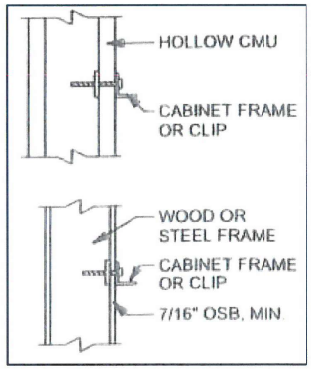
Details:

TYPICAL FASTENERS AND WALL TYPE OPTIONS

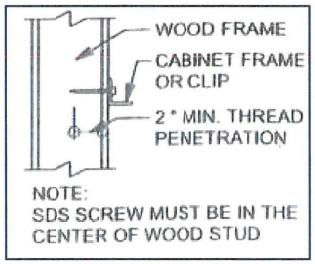
Thru Bolt



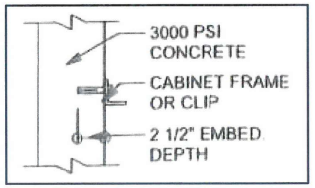
Toggle Bolt



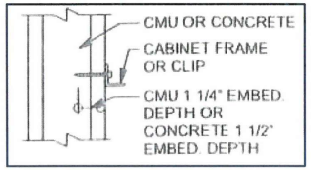
SDS Screws



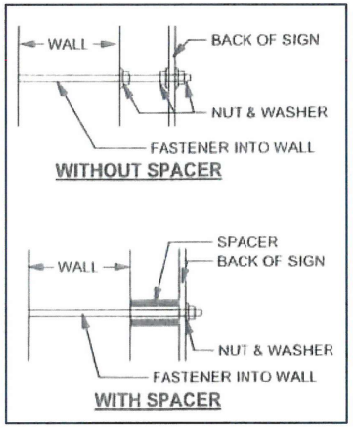
Expansion Shield

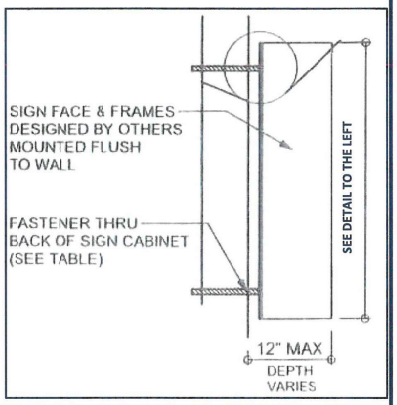


Aluminum Pin ,Simpson Titen Or Tapcon



TYPICAL SIGN SECTION





Note: 1. Sign may be attached directly to wall if a spacer is not necessary. The spacer is shown in the event electrical wiring needs to be attached to the sign through the backside.

2. Digital Signatures (F.A.C. 61G15-23.004): This item has been electronically signed and sealed by Dustin DiPersia, PE, on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Drawing Sheet S-3

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: Aaron Irwin, Director, Information Technology

Date: April 5, 2022

Subject: Auto Renew Contract - Central Square Annual Maintenance

Commission Goal: Governance - Other

Introduction

This is a resolution notifying the City Commission of staff's intent to continue the Central Square Technologies maintenance agreement for an additional year.

Background

This maintenance agreement covers ongoing support for the Central Square Technologies products that are presently in use and will be required until the City completes the multi-year migration to the new Tyler Enterprise Resource Management System (Tyler). The City previously utilized Central Square Technologies as the central system for accounting, payroll, accounts payable, accounts receivable, utility billing, fixed assets and cash receipts. The City continues to use the system for land management, building permits, business tax receipts, code enforcement, planning and zoning, work orders, and facilities maintenance.

Discussion

For the Fiscal Year (FY) 2021-2022, the invoice amount is $78,337.04. Support for several modules including Purchasing, HR/Payroll and Accounts Receivable have been transitioned to Tyler and discontinued. The following chart outlines the changes from year to year per module and overall. The overall decrease for this renewal is 9.05%.

Department	FY 2020-21	FY 2021-22	% Change
Mapping	13,584.93	14,264.35	5.00%
Document Management	1,392.80	1,462.44	5.00%
Planning/Building/Permitting	14,541.93	15,269.11	5.00%
Code Enforcement	4,290.98	4,505.53	5.00%

Land	4,445.75	4,668.04	5.00%
Engineering	5,669.76	5,953.25	5.00%
Utility Billing/Cash Receipts	21,680.05	11,969.85	-55.21%
Financials	13,314.97	12,224.07	-8.21%
Work Orders	7,639.38	8,021.35	5.00%
Reporting	-	-	Discontinued
Accounts Receivable	-	-	Discontinued
	$86,560.55	$78,337.99	-9.05%

Budget Impact

The renewal for this agreement in the amount of $78,337 is included in the FY 2021-2022 budget in Fund-401 Water and Wastewater Operating Fund and sufficient funds are available.

Citizen Impact

The Central Square Technologies products covered by this agreement provide the technology necessary for citizens to conduct business with the City, and for staff to perform essential duties and manage the financial resources entrusted to the City by the citizens.

Recommendation

It is recommended that the City Commission approve the Resolution authorizing the agreement with Central Square Technologies for an additional year.

Attachments:

- 22-51 Central Square payment (P22-0024G) (PDF)
- MainInvoice (PDF)
- proratedUtilities (PDF)

REVIEWED BY: Kelly A McGuire

Kelly McGuire, Finance Director 3/15/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-51

A RESOLUTION AUTHORIZING THE CONTINUATION OF AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR ANNUAL MAINTENANCE SUPPORT OF THE CITY'S ENTERPRISE RESOURCE SYSTEM (NAVILINE); AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 1987 the City entered into a Licensed Programs Agreement with HTE, Inc. (now Central Square Technologies) for ongoing maintenance support of the City's enterprise software system (Naviline), and

WHEREAS, in 2002 a Supplement to the 1987 Licensed Programs Agreement was executed updating the licensed programs and associated pricing, and

WHEREAS, in 2009 an Amendment 1 to the 2002 Supplement was executed updating the licensed programs and associated pricing and also setting forth a new three-year term ending September 30, 2012; thereafter, the contract continues on a year-to-year basis until terminated, and

WHEREAS, the annual maintenance fee for FY21-22 is $78,337.04 (a copy of the invoices from Central Square are attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(f)(1)(a), *Code of Ordinances*, requires any contract or expenditure exceeding $25,000 be approved by resolution, and

WHEREAS, the City Manager has certified that $78,337.04 for payment of the annual maintenance has been appropriated to the credit of the Water and Wastewater Operating Fund (401) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves continuation of an agreement with Central Square Technologies for ongoing maintenance of the City's enterprise software system (Naviline) and payment of the annual maintenance fee of $78,337.04 to Central Square Technologies.

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

APPROVED AND AUTHENTICATED, this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2022\04-05-22\22-51 Central Square payment (P22-0024G).doc

Invoice

Invoice No (1 of 1)	Date	Page
348445	3/11/2022	1 of 2

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Ship To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2021

	Description	Units	Rate	Extended
Contract No. Q-90668				
1	Vantage Points Viewer - Annual Maintenance Fee	38	$303.36	$11,527.68
	Maintenance: Start:10/1/2021, End: 9/30/2022			
2	NaviLine Building Permits - Annual Maintenance Fee	1	$7,378.76	$7,378.76
	Maintenance: Start:10/1/2021, End: 9/30/2022			
3	NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee	1	$12,224.07	$12,224.07
	Maintenance: Start:10/1/2021, End: 9/30/2022			
4	NaviLine Business Licenses - Annual Maintenance Fee	1	$3,116.97	$3,116.97
	Maintenance: Start:10/1/2021, End: 9/30/2022			
5	NaviLine Code Enforcement - Annual Maintenance Fee	1	$4,505.53	$4,505.53
	Maintenance: Start:10/1/2021, End: 9/30/2022			
6	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$4,668.04	$4,668.04
	Maintenance: Start:10/1/2021, End: 9/30/2022			
7	NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$2,836.27	$2,836.27
	Maintenance: Start:10/1/2021, End: 9/30/2022			
8	NaviLine Work Orders/Facility Management - Annual Maintenance Fee	1	$8,021.35	$8,021.35
	Maintenance: Start:10/1/2021, End: 9/30/2022			
9	OnePoint Point-of-Sale - Annual Maintenance Fee	1	$3,501.04	$3,501.04
	Maintenance: Start:10/1/2021, End: 9/30/2022			

Invoice

Invoice No (1 of 1)	Date	Page
348445	3/11/2022	2 of 2

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Ship To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2021

	Description	Units	Rate	Extended
10	NaviLine Planning & Engineering Electronic Plan Review Int - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	$1,272.35	$1,272.35
11	NaviLine Document Management Services - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	$1,462.44	$1,462.44
12	NaviLine Planning & Engineering - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	$5,953.25	$5,953.25
13	Vantage Points Address - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 9/30/2022	1	$2,736.67	$2,736.67

RB# 338931

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$69,204.42
Tax	$0.00
Invoice Total	$69,204.42
Payments Applied	$0.00
Balance Due	**$69,204.42**

Invoice

Invoice No (1 of 1)	Date	Page
348446	3/11/2022	1 of 1

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Ship To
City of Ormond Beach
Aaron Irwin
P.O. Box 277
22 South Beach Street
ORMOND BEACH FL 32175
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
2061LG	City of Ormond Beach		USD	Net 30	9/30/2021

	Description	Units	Rate	Extended
Contract No. Q-90669				
1	NaviLine Customer Information System - Annual Maintenance Fee Maintenance: Start:10/1/2021, End: 3/17/2022	1	$9,133.57	$9,133.57

RB# 338931

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$9,133.57
Tax	$0.00
Invoice Total	$9,133.57
Payments Applied	$0.00
Balance Due	**$9,133.57**

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: April 5, 2022

Subject: Request to Purchase Tires Utilizing the State of Florida Contract 25172500-19-ACS

Commission Goal: Public Safety - Other

Introduction

This is a request to purchase vehicle tires using the State of Florida, a competitively bid contract, 25172500-19-ACS, Preferred Contract Vendor for Vehicle Tires, Tubes and Services. This contract is effective April 1, 2019 thru March 31, 2024.

Background

For many years Fleet Operations has taken advantage of the purchasing power of the State of Florida to purchase vehicle tires for the City on an as-needed basis. Under the State's contract the City has purchased tires from two (2) local authorized vendors, Boulevard Tire and McGee Tire.

Discussion

It will be necessary in the upcoming year to make several purchases which will cumulatively exceed the $25,000 threshold and therefore, requires City Commission approval. Under the State's contract, the City plans to continue utilizing the two local authorized dealers whenever possible to fulfill the current year's needs.

Budget Impact

Funds for the tire purchases are available in the General Fund - 001 - Fleet Operations, Tire Inventory budget. Fiscal Year 2021-2022 includes $60,000 for vehicle tire purchases.

Citizen Impact

The purchase of tires for City vehicles provides for the safety and reliability of City employees who serve the City.

Recommendation

It is recommended the City Commission authorize use of the State of Florida Contract 25172500-19-ACS, Preferred Contract Vendor for Vehicle Tires, Tubes and Services effective April 1, 2019 through March 31, 2024, for making vehicle tire purchases.

Attachments:

- 22-52 Tire Purchase (P22-0039G) (PDF)
- State Contract for Tires, Tubes and Related Services 2022 - 2024 (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/28/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-52

A RESOLUTION AUTHORIZING THE PURCHASE OF TIRES FOR CITY VEHICLES, UNDER THE STATE OF FLORIDA CONTRACT NO. 25172500-19-ACS, ON AN AS-NEEDED BASIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase tires on an as-needed basis, in an amount not-to-exceed $60,000.00 for FY 2021-2022, 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 recommends the purchase of tires under the State of Florida Contract No. 25172500-19-ACS on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $60,000.00 for FY 2021-2022, and

WHEREAS, the City Manager has certified that the money for the purchase of tires in the amount of $60,000.00 has been appropriated to the credit of the General Fund (001) and has not been appropriated for any other purpose, and

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

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

SECTION ONE. The City Commission hereby approves an expenditure of $60,000.00 for the purchase of tires to be used on city vehicles, under the State of Florida Contract

No. 25172500-19-ACS on an as-needed basis, the cumulative total of which shall not exceed $60,000.00 for the remainder of FY 2021-2022, and to pay the cost thereof from the General Fund (001).

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PROCUREMENT SERVICES

State of Florida Contract for Vehicle Tires

(/vendors-attributes/florida-supplier)

Commodity: **Vehicles (/participating-vendors/vendors-commodities/vehicles)**

Preferred Contract Vendor for Vehicle Tires

How To Order

Use a Non-Catalog Request in SpearMart.

Contacts

Account Executive	FSU Procurement Specialist
Varies by dealer See Web Links listed below for details	Angelena Turvaville 850-644-7642 **aturvaville@fsu.edu (mailto:aturvaville@fsu.edu)** **FSU Category Manager** James Johnson 850-645-0407 **jcjohnson@fsu.edu (mailto:jcjohnson@fsu.edu)**

Contract Information

A competitively bid contract by WSCA, Contract # 25172500-19-ACS

TERM: 04/01/2019 - 03/31/2024

DELIVERY TERMS: F.O.B. DESTINATION.

Special Notes

This state term contract is for the purchase of new tires and optional related services for use on automobiles, vans, sport utility vehicles, trucks, buses, and police/special service pursuit vehicles. The contract does not include retread/recapped tires.

Contract Site:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/tires_tubes
(https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/tires_tubes

Pricing Link:

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

NASPO ValuePoint

EXHIBIT C

Master Agreement #: 19102

Contractor: BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

Participating Entity: STATE OF FLORIDA

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Tires, Tubes & Services* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Florida. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Bridgestone Americas Tire Operations, LLC Gregg Trosper
Address:	200 4th Avenue South, Nashville, TN 37201
Telephone:	(615) 937-3794
Fax:	(615) 937-3621
Email:	Trospergregg@bfusa.com

Participating Entity

Name:	Florida Department of Management Services
Address:	4050 Esplanade Way, Tallahassee, FL 32399
Telephone:	(850) 488-8440
Fax:	(850) 414-6122
Email:	singlesource@dms.myflorida.com

EXHIBIT C

4. **Participating Entity Modifications or Additions To The Master Agreement**
   These modifications or additions apply only to actions and relationships within the Participating Entity:

   Participating Entity must check one of the boxes below.

   [__] No changes to the terms and conditions of the Master Agreement are required.

   [X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

See Exhibit A, Special Contract Conditions, and Exhibit B, Bridgestone Price Sheets.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Delivery: The Contractor is responsible for all shipping charges related to this contract.

THIS SPACE INTENTIONALLY LEFT BLANK

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

NASPO ValuePoint

EXHIBIT C

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of FL	Contractor:
Signature:	Signature: Gregg Trosper
Name: David Clark	Name: Gregg Trosper
Title: Chief of Staff	Title: Manager Gov & Military Sales
Date: 3/27/19	Date: 3/15/19

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

FL - AUTHORIZED DEALER LIST

CUSTOMER	ADDRESS	CITIY	ST	ZIP CODE	PHONE
FIRESTONE COMPLETE AUTO CARE	369 W HIGHWAY 436	ALTAMONTE SPRINGS	FL	32714-4146	
CHRISTENSEN ENTERPRISES, INC.	2213 E SEMORAN BLVD	APOPKA	FL	32703-5734	4078802488
TIRES PLUS TOTAL CAR CARE 6058	2409 E SEMORAN BLVD	APOPKA	FL	32703-5806	4078809688
ARCHER AUTOMOTIVE AND TIRE LLC	15901 SW ARCHER RD	ARCHER	FL	32618-5617	3524952485
BOULEVARD TIRE CENTER	625 W MAIN ST	BARTOW	FL	33830-3360	8635788602
TIRES PLUS TOTAL CAR CARE	7109 STATE ROAD 52	BAYONET POINT	FL	34667-6708	7278635493
BOULEVARD TIRE CENTER	9965 SE 58TH ST	BELLEVIEW	FL	34420-0000	3522457017
GEORGES WHOLESALE TIRE	3260 N LECANTO HWY	BEVERLY HILLS	FL	34465-3500	3525271712
FIRESTONE COMPLETE AUTO CARE	1259 N FEDERAL HWY	BOCA RATON	FL	33432-2831	
TIRES PLUS TOTAL CAR CARE	23245 STATE ROAD 7	BOCA RATON	FL	33428-0000	5618830307
TIRES PLUS TOTAL CAR CARE 5069	80 NW SPANISH RIVER BLVD	BOCA RATON	FL	33431-4214	5613928400
TIRES PLUS TOTAL CAR CARE 5019	9050 BONITA BEACH RD SE	BONITA SPRINGS	FL	34135-4237	2394957995
FIRESTONE COMPLETE AUTO CARE	9780 S MILITARY TRL	BOYNTON BEACH	FL	33436-3218	
DAN CALLAGHAN ENT	1301 44TH AVE E	BRADENTON	FL	34203-3631	9417511577
DAN CALLAGHAN TIRE	1511 38TH AVE E	BRADENTON	FL	34208-4651	9417466188
BOULEVARD TIRE CENTER	2964 63RD AVE EAST	BRADENTON	FL	34203-5307	8635788602
FIRESTONE COMPLETE AUTO CARE	303 301 BLVD W	BRADENTON	FL	34205-7955	
DAN CALLAGHAN ENTERPRISES, INC.	3615 15TH ST E	BRADENTON	FL	34208-4617	9417476189
DAN CALLAGHAN ENT	4421 12TH STREET CT EAST	BRADENTON	FL	34203-3611	9417511577
TIRES PLUS 5088	5703 MANATEE AVE W	BRADENTON	FL	34209-2540	9417927603
FIRESTONE COMPLETE AUTO CARE	6205 14TH ST W	BRADENTON	FL	34207-4611	
TIRES PLUS TOTAL CAR CARE	7115 STATE RD 70 E	BRADENTON	FL	34203-0000	9417529500
FIRESTONE COMPLETE AUTO CARE	SR 704 LOCKWOOD RIDGE	BRANDENTON	FL	34203-0000	
TIRES PLUS TOTAL CAR CARE 5048	1209 W BRANDON BLVD	BRANDON	FL	33511-4105	8136813700
FIRESTONE COMPLETE AUTO CARE	1501 W BRANDON BLVD	BRANDON	FL	33511-4805	
TIRES PLUS TOTAL CAR CARE 5085	820 E BLOOMINGDALE AVE	BRANDON	FL	33511-8109	8136437475
MILLER BROS. GIANT TIRE SVC	10340 CAMP MINE RD	BROOKSVILLE	FL	34601-8605	3527979205
FIRESTONE COMPLETE AUTO CARE	12400 CORTEZ BLVD	BROOKSVILLE	FL	34613-0000	3525976994
TIRES PLUS TOTAL CAR CARE 5028	925 S BROAD ST	BROOKSVILLE	FL	34601-3108	3527992991
BOULEVARD TIRE CENTER	201 N STATE ST	BUNNELL	FL	32110-8024	3865866088
FIRESTONE COMPLETE AUTO CARE	1003 CAPE CORAL PKWY E	CAPE CORAL	FL	33904-9160	
TIRES PLUS TOTAL CAR CARE 5086	155 HANCOCK BRIDGE PKWY	CAPE CORAL	FL	33990-1063	2394580200
FIRESTONE COMPLETE AUTO CARE	1919 DEL PRADO BLVD S	CAPE CORAL	FL	33990-4559	
TIRES PLUS TOTAL CAR CARE 5050	2310 DEL PRADO BLVD S	CAPE CORAL	FL	33990-6633	2397724997
FIRESTONE COMPLETE AUTO CARE	2502 SKYLINE BLVD	CAPE CORAL	FL	33914-0000	2392420691
FIRESTONE COMPLETE AUTO CARE	905 DEL PRADO BLVD N	CAPE CORAL	FL	33909-0000	2399360024
FIRESTONE COMPLETE AUTO CARE	350 SEMORAN BLVD SR436	CASSELBERRY	FL	32707-4910	
FIRESTONE COMPLETE AUTO CARE	COCHRAN BLVD	CHARLOTTE	FL	33948-0000	
TIRE MART OF CHIEFLAND INC	1530 NW 26TH AVE	CHIEFLAND	FL	32626-9134	3524930013
CALLAGHAN TIRE	11940 44TH ST N	CLEARWATER	FL	33762-5105	7275713358
TIRES PLUS TOTAL CAR CARE 5023	2607 GULF TO BAY BLVD	CLEARWATER	FL	33759-4936	7277962322
TIRES PLUS TOTAL CAR CARE 5026	2610 COUNTRYSIDE BLVD	CLEARWATER	FL	33761-3601	7277961028
GCR TIRES & SERVICE 143	4450 112TH TER N	CLEARWATER	FL	33762-4909	
TIRES PLUS TOTAL CAR CARE 5001	500 S MISSOURI AVE	CLEARWATER	FL	33756-5913	7274468341
FIRESTONE COMPLETE AUTO CARE	16747 CAGAN PARK AVE	CLERMONT	FL	34714-0000	3522432011
FIRESTONE COMPLETE AUTO CARE	2587 S HIGHWAY 27	CLERMONT	FL	34711-6788	3522433832
TIRES PLUS 5074 CLERMONT	2625 E HWY 50	CLERMONT	FL	34711-6050	4076546064
CHRISTENSEN ENTERPRISES, INC.	591 E HIGHWAY 50	CLERMONT	FL	34711-3173	3523944067
BOULEVARD TIRE	1609 N COCOA BLVD	COCOA	FL	32922-6935	3216393077
FIRESTONE COMPLETE AUTO CARE	6350 N STATE ROAD 7	COCONUT CREEK	FL	33073-3601	9544818856
TIRES PLUS TOTAL CAR CARE 5110	5524 S FLAMINGO RD	COOPER CITY	FL	33330-2728	9546806000
TIRES PLUS TOTAL CAR CARE 6044	3820 BIRD RD	CORAL GABLES	FL	33146-1511	3054449888
TIRES PLUS TOTAL CAR CARE 6015	10510 WILES RD	CORAL SPRINGS	FL	33076-2006	9543451596
FIRESTONE COMPLETE AUTO CARE	2020 N UNIVERSITY DR	CORAL SPRINGS	FL	33071-6133	
TIRES PLUS TOTAL CAR CARE 5084	630 RIVERSIDE DR	CORAL SPRINGS	FL	33071-7615	
FIRESTONE COMPLETE AUTO CARE	2901 S UNIVERSITY DR	DAVIE	FL	33328-1416	
BOULEVARD TIRE	4201 S STATE ROAD 7	DAVIE	FL	33314-4017	9547927799
MILLER BROS GIANT TIRE SVC INC	4971 SW 34TH PL	DAVIE	FL	33314-2121	9543211755
TIRES PLUS TOTAL CAR CARE	7520 W STATE ROAD 84	DAVIE	FL	33325-0000	9543829578
FIRESTONE COMPLETE AUTO CARE	1760 W INTERNATIONAL SPEEDWAY BLVD	DAYTONA BEACH	FL	32114-1387	
FIRESTONE COMPLETE AUTO CARE	300 S RIDGEWOOD AVE	DAYTONA BEACH	FL	32114-4934	
BOULEVARD TIRE CTR	800 S NOVA RD	DAYTONA BEACH	FL	32114-5802	
THE TIRESOLES GROUP	1865 S POWERLINE RD	DEERFIELD BEACH	FL	33442-8193	9543548489

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

NASPO ValuePoint

EXHIBIT C

Master Agreement #: 19101

Contractor: THE GOODYEAR TIRE AND RUBBER COMPANY

Participating Entity: STATE OF FLORIDA

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Tires, Tubes & Services* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Florida. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	The Goodyear Tire & Rubber Company Jeff Goodenow
Address:	200 Innovation Way, Akron, OH 44316-0001
Telephone:	(330) 796-4352
Fax:	(330) 796-3404
Email:	jsgoodenow@goodyear.com

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

NASPO ValuePoint

EXHIBIT C

Participating Entity

Name:	Florida Department of Management Services Division of State Purchasing
Address:	4050 Esplanade Way, Tallahassee, FL 32399
Telephone:	(850) 488-8440
Fax:	(850) 414-6122
Email:	singlesource@dms.myflorida.com

4. **Participating Entity Modifications or Additions To The Master Agreement**
These modifications or additions apply only to actions and relationships within the Participating Entity:

Participating Entity must check one of the boxes below.

[__] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

See Exhibit A, Special Contract Conditions, and Exhibit B, Goodyear Price Sheets.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Delivery: The Contractor is responsible for all shipping charges related to this contract.

NASPO ValuePoint
PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

NASPO ValuePoint

EXHIBIT C

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
State of FL	The Goodyear Tire & Rubber Company
Signature:	Signature:
Name: David Clark	Name: Michael V Dwyer
Title: Chief of Staff	Title: Chief Customer Officer North America
Date: 3/27/19	Date: 3/22/19

THE GOODYEAR TIRE & RUBBER COMPANY SEAL AKRON, OHIO

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	CONTACT EMAIL
AKRON TIRE CO INC	Davie Tire Outlet	5841 SW 45TH ST	DAVIE	FL	33314	(954) 321-6618	astafford@tiresoles.com
KOVAC AUTOMOTIVE OF DAVIE INC		2770 DAVIE RD	DAVIE	FL	33314-3494	(954) 792-7357	jpk3012@aol.com
MONRO	TIRE BARN WAREHOUSE	1124 S.W. 101 Road	Davie	FL	33324	(954) 577-2000	rachel.morris@monro.com
PEP BOYS #182		2380 S UNIVERSITY DR	DAVIE	FL	33324	9544762401	Store Manager
4 BOYS ENTERPRISES INC		424 S NOVA RD	DAYTONA BEACH	FL	32114	(386) 258-1051	04tires@gmail.com
MCGEE TRUCK TIRE CENTER		148 N. RIDGEWOOD AVENUE	DAYTONA BEACH	FL	32114	(386) 252-7661	Store Manager
MONRO	KEN TOWERY'S TIRE & AUTO CARE	148 N. Ridgewood Avenue	Daytona Beach	FL	32114	(386) 252-7661	rachel.morris@monro.com
PEP BOYS #163		2220 W. INTERNATIONAL SPEEDWAY	DAYTONA BEACH	FL	32114	3862556390	Store Manager
MAVIS DISCOUNT TIRE		377 S. FEDERAL HIGHWAY	DEERFIELD BEACH	FL	33441	754-233-3326	jaltavilla@mavistire.com
TIRESOLES OF BROWARD INC		1865 S POWERLINE RD, SUITE C	DEERFIELD BEACH	FL	33442	(954) 354-1810	astafford@tiresoles.com
TIRESOLES OF BROWARD INC		1865 SOUTH POWERLINE RD	DEERFIELD BEACH	FL	33442	(954) 354-8489	astafford@tiresoles.com
MONRO	KEN TOWERY'S TIRE & AUTO CARE	680 N. Spring Garden Avenue	DeLand	FL	32720	(386) 740-8996	rachel.morris@monro.com
PEP BOYS #1433		2835 S. WOODLAND BLVD	DELAND	FL	32720	3869439299	Store Manager
PEP BOYS #1826		722 S WOODLAND BLVD	DELAND	FL	32720	3863373530	Store Manager
MONRO	TIRE BARN WAREHOUSE	4715 West Atlantic Avenue	Delray Beach	FL	33445	(561) 638-5526	rachel.morris@monro.com
PEP BOYS #1531		35800 EMERALD COAST PKWY	DESTIN	FL	32541	8506501575	Store Manager
GOODYEAR AUTO SERVICE #2251		34721 EMERALD COAST PARKWAY	DESTIN	FL	32541	(850) 650-2338	Store Manager
DORAL TIRE AND SERVICE CORP		2010 NW 107 AVE	DORAL	FL	33172	(305) 592-8000	bertfernandez79@yahoo.com
ACTION GATOR #30		130 KITTO LANE	DUNDEE	FL	33838	863-438-8444	store30@actiongatortire.com
MONRO	CAR-X TIRE & AUTO	28919 US Hwy 27	Dundee	FL	33838	(863) 439-8473	rachel.morris@monro.com
MAVIS DISCOUNT TIRE		1810 MAIN ST.	DUNEDIN	FL	34698	727-748-4265	jaltavilla@mavistire.com
GOODYEAR AUTO SERVICE #1286		1757 MEMORIAL TRAIL BLDG 1757	EGLIN AFB	FL	32542	(850) 401-9524	Store Manager
TREADMAXX TIRE DISTRIBUTORS		2832 ANVIL BLOCK ROAD	ELLENWOOD	GA	30294	(404) 762-4944	mdurham@treadmaxx.com
PIT STOP AUTO REPAIR SHOPS INC		1601 MCCALL ROAD	ENGLEWOOD	FL	34223	(941) 475-5838	ronaldjperry@comcast.net
STERNS AUTO SVC & TIRE CTR INC		1590 S MCCALL RD	ENGLEWOOD	FL	34223	(941) 474-2905	bob@sbgtires.com
MONRO	MR. TIRE AUTO SERVICE CENTERS	10441 Corkscrew Commons Drive	Estero	FL	33928	(239) 949-1214	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	20331 Grande Oaks Shoppes Blvd.	Estero	FL	33928	(239) 390-9188	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	20441 S. Tamiami Trail	Estero	FL	33928	(239) 949-0777	rachel.morris@monro.com
PEP BOYS #1424		15469 US HIGHWAY 441	EUSTIS	FL	32726	3523572637	Store Manager
PEP BOYS #6625		1807 EAST-WEST PARKWAY	FLEMING ISLAND	FL	32003	9042785252	Store Manager
GOODYEAR AUTO SERVICE #2444		1585-A ISLAND LANE	FLEMING ISLAND	FL	32003	(904) 215-3712	Store Manager
JOHN CROSBY ENTERPRISES		800 W ST RD 84	FORT LAUDERDALE	FL	33315	(954) 523-3198	oktire2@bellsouth.net
MAVIS DISCOUNT TIRE		3500 NORTH FEDERAL HIGHWAY	FORT LAUDERDALE	FL	33308	754-233-4068	jaltavilla@mavistire.com
MAVIS DISCOUNT TIRE		1401 S. UNIVERSITY DR.	FORT LAUDERDALE	FL	33324	754-231-4806	jaltavilla@mavistire.com
MAVIS DISCOUNT TIRE		1751 NW 136TH AVE.	FORT LAUDERDALE	FL	33323	754-837-8994	jaltavilla@mavistire.com
PEP BOYS #387		2721 STIRLING RD	FORT LAUDERDALE	FL	33312	9548941888	Store Manager
GOODYEAR AUTO SERVICE #2537		11 NORTH ANDREWS AVE	FORT LAUDERDALE	FL	33301	(954) 463-0411	Store Manager
WAGNER TIRE INC		1740 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304	(954) 463-7588	wagnertire@yahoo.com
MERCIER LLC		15135 MCGREGOR BLVD	FORT MYERS	FL	33908	(239) 437-0377	wmercier2@aol.com
MONRO	MR. TIRE AUTO SERVICE CENTERS	13621 Fiddlesticks Blvd.	Fort Myers	FL	33912	(239) 561-5575	rachel.morris@monro.com
MONRO	AUTOTIRE CAR CARE CENTERS	9002 Rolfes Road	Fort Myers	FL	33966	(239) 278-3228	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	8600 Gladiolus Drive	Fort Myers	FL	33908	(239) 985-6992	rachel.morris@monro.com
MONRO	MC GEE TIRE #1446	5960 Country Lakes Dr.	Fort Myers	FL	33905	(239) 362-3025	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	15530 S. Tamiami Trail	Fort Myers	FL	33908	(239) 415-2777	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	5785 Bayshore Road	Fort Myers	FL	33917	(239) 567-2777	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	4028 Cleveland Avenue	Fort Myers	FL	33901	(239) 936-4949	rachel.morris@monro.com
MONRO	MONRO AUTO SERVICE AND TIRE CEN	4230 Colonial Blvd.	Fort Myers	FL	33966	(239) 353-0001	rachel.morris@monro.com
PEP BOYS #204		4797 S CLEVELAND AVE	FORT MYERS	FL	33907	2399395447	Store Manager
PEP BOYS #1827		2903 S US HWY 1	FORT PIERCE	FL	34982	7725955230	Store Manager
TIRESOLES	Elpex/Hickman's	6101 ORANGE AVE	FORT PIERCE	FL	34947	(772) 464-4211	astafford@tiresoles.com
GOODYEAR AUTO SERVICE #6672		2604 SOUTH FEDERAL HIGHWAY	FORT PIERCE	FL	34952	(772) 464-8022	Store Manager
PEP BOYS #1530		311 NE RACETRACK RD	FORT WALTON BEACH	FL	32547	8508631102	Store Manager
PEP BOYS #1532		15 W MIRACLE STRIP PKWY	FORT WALTON BEACH	FL	32548	8502437632	Store Manager
PEP BOYS #1534		705 NORTH BEAL ST	FORT WALTON BEACH	FL	32547	8508622164	Store Manager
PEP BOYS #311		601 SUNRISE BLVD	FT LAUDERDALE	FL	33304	9547791002	Store Manager
ADVANCED TIRE LLC		912 N MAIN ST	GAINESVILLE	FL	32601	(352) 559-0708	advancedtireservice@gmail.com
KACS HOLDINGS LLC		4207 NW 6TH STREET	GAINESVILLE	FL	32609	(352) 372-3642	mk@theautoer.com
KACS HOLDINGS LLC		3650 NW 97TH BLVD	GAINESVILLE	FL	32606	(352) 332-4338	mk@theautoer.com
KACS HOLDINGS LLC		2383 SW ARCHER RD	GAINESVILLE	FL	32608	(352) 372-2232	mk@theautoer.com
MAVIS DISCOUNT TIRE		3545 W. UNIVERSITY AVE.	GAINESVILLE	FL	32607	352-244-9842	jaltavilla@mavistire.com
PEP BOYS #127		7725 W NEWBERRY RD	GAINESVILLE	FL	32606	3523326003	Store Manager
GOODYEAR AUTO SERVICE #2440		1211 N MAIN ST	GAINESVILLE	FL	32601	(352) 372-3537	Store Manager
GOODYEAR AUTO SERVICE #2586		407 NW 75TH ST	GAINESVILLE	FL	32607	(352) 332-5111	Store Manager

Department of MANAGEMENT SERVICES
Division of State Purchasing

How to Use This Contract

Tires, Tubes and Services (25172500-19-ACS)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/tires_tubes_and_services.

Local Authorized Resellers

- This alternate contract source utilizes local authorized resellers, which are located statewide for each contractor under this contract. The authorized reseller lists are available in the Contractors section of the contract webpage.

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
  - Please contact the authorized reseller(s) directly to request a quote; authorized reseller contact information is accessible from the contract webpage.
  - Create a requisition/purchase order in MFMP Buyer; for additional information, visit https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders.
  - **CATALOG TYPE:** None - Create a requisition and click the 'Create Non-Catalog Item' button. In the 'Supplier' field, use the appropriate authorized reseller's FEIN, as provided on the contract webpage; in the 'State Contract ID' field, select the contract number shown above from the drop-down menu.
  - **COMMODITY CODE:** 25172500, 78181507, 78181508
  - **METHOD OF PROCUREMENT:** C - Alternate contract source
- Please use the appropriate authorized reseller's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate authorized reseller's FEIN when recording purchasing card (PCard) payments in FLAIR.

Eligible Users

- Eligible users, as defined by Rule 60A-1.001, Florida Administrative Code, may contact the authorized reseller(s) directly to place an order using this contract; authorized reseller contact information is accessible from the contract webpage.

Frequently Asked Questions

- Can I purchase retread/recapped tires under this contract?
    - This contract does not include retread/recapped tires.
- Can I purchase from a vendor outside of this contract if they offer better pricing?
    - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
    - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: April 5, 2022

Subject: New Fuel Purchasing Contract

Commission Goal: Governance - Other

Introduction

Fleet Operations is seeking City Commission approval to continue piggybacking on the Volusia County Bulk Fuel ITB No.19-B-70EM.

Background

Volusia County currently purchases fuel in excess of $9,000,000. Spearheaded by the Volusia County Fleet Department, Volusia County contacted local Fleet Operations within county lines to create a Fuel Consortium, allowing various governmental agencies to piggyback their contract.

Discussion

The Invitation to Bid by Volusia County covered several areas such as: *Pricing, Terminal Definition, Delivery Times, and Plan of Action.*

Currently, our purchasing contract states that the City purchases fuel at 3 cents over cost of the daily rack average of the Orlando Terminal. There are numerous terminals throughout the country, with each terminal establishing the price for end users. As a result, the price for fuel in the Orlando terminal may be several cents above or below other terminals such as Jacksonville, Tampa or Cape Canaveral. Volusia County's contract states that fuel will be selected on a defined mark up of 2 cents above the daily low or average OPIS (Oil Price Information Service), selecting the lowest cost available from any available terminals capable of servicing fleets within Volusia County. This ability to choose from the three lowest bidders allows the consortium to save money on fuel purchases. The City of Ormond Beach can expect to save at least 3-5 cents a gallon which translates into a savings of several thousand dollars per year.

This contract also requires that each bidder have a written plan of action to include all

steps taken during an emergency that can be reviewed upon request. This step allows those in the consortium to receive the same level of service leading up to an emergency and classifies participants as priority customers in order to reduce the risk of running out of fuel and not being able to deliver services to residents, particularly in emergency situations.

The County awarded contracts to Mansfield Oil, Gainesville Georgia; Petroleum Traders, Corporation, Fort Wayne Indiana; and Gentry Oil, Deland Florida, on May 5, 2019 for an initial three-year period with the option of two one-year renewals.

On June 2, 2014, by Resolution No. 2014-79, the City Commission provided approval for Fleet Operations to piggyback the purchase of fuel from Volusia County. Fleet Operations is requesting approval to continue this procedure as the annual fuel purchases exceed $25,000.

Budget Impact

The Fiscal Year 2021-2022 General Fund 001 - Fleet Budget for fuel (gasoline and diesel combined) is $369,000.

Citizen Impact

The ability to purchase fuel by piggybacking the Volusia County Bulk Fuel Contract provides a cost-effective way to purchase the necessary fuel to operate all City vehicles to include Public Works, Police and Fire emergency vehicles.

Recommendation

It is recommended the City Commission authorize Fleet Operations to continue to piggyback Volusia County Bulk Fuel contract 19-B-70EM.

Attachments:

- 22-53 Fuel Purchase (P22-0043G) (PDF)
- Volusia Fuel Piigy Information (PDF)
- Copy of Attachment B (Amended) Facility Indentification-gas (PDF)
- 01._19-B-70EM,_Bulk_Fuel (PDF)
- 02._19-B-70EM,_Exhibit_I (PDF)
- 03._19-B-70EM,_Exhibit_II (PDF)
- 06._Addendum_1 (PDF)
- 07._Addendum_2 (PDF)
- 09._ROA (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/28/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-53

A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA ITB NO.19-B-70EM; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase gasoline and diesel fuel on an as-needed basis for use by City vehicles for FY 2021-2022, 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 gasoline and diesel fuel from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, on an as-needed basis under the County of Volusia Contract No. 19-B-70EM, and

WHEREAS, it is estimated that one year's worth of gasoline and diesel combined will cost $369,000.00, with some individual purchases exceeding $25,000.00, and

WHEREAS, the City Manager has certified that funds not to exceed the amount of $369,000.00 for the purchase of one year's worth of gasoline and diesel fuel thereof are in the FY 2021-2022 Fleet 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 City Commission hereby approves and authorizes the purchase of gasoline from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, under the County of Volusia Contract No. 19-B-70EM on an as-needed basis using

Purchase Orders for each purchase, the cumulative total of which shall not exceed $369,000.00 for FY 2021-2022 and to pay the costs therefore using funds from the FY 2021-2022 Fleet budget.

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

APPROVED AND AUTHENTICATED this 5th of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

File Number: 6639

Date: 05/07/2019	**AGENDA ITEM**		**Item:** 04
[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Central Services

Subject: Multiple awards of bid for bulk fuel, 19-B-70EM.

Rhonda Orr Director Business Services Department Approval	Jeaniene Jennings Director Purchasing Approved in Accordance with Purchasing Policies and Procedures	Legal Charles Hargrove Deputy County Attorney Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager
George Baker Director Central Services Division Approval	Tammy Bong Director Management and Budget Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	Fuel	$5,286,239.00
456 Volusia Transportation Authori	456-670-XXXX Various Accounts	$3,250,292.00

Total Item Budget: $8,536,531.00

Staff Contact(s):	**Phone:**	**Ext.**
Rhonda Orr	386 822 5738	15738
George Baker	386 254 1595	11595
Rob Stephens	386 756 7496	1426

Summary/Highlights:

The county received six bids, as shown on the attached tabulation sheet, to provide bulk fuel to a consortium consisting of the county, including VOTRAN; the Volusia County School Board; Cities of Daytona Beach, DeLand, Port Orange, South Daytona, New Smyrna Beach, and Ormond Beach; and, Flagler County. All pricing submitted was compared to six months of Oil Price Information Service (OPIS) data and a third-party pricing index that is a widely accepted fuel price benchmark for supply contracts and used by the county for the past fifteen years.

The attached pricing consists of the cost markup per gallon.

Staff recommends selection and award of contracts with the three lowest responsive and responsible bidders, Mansfield Oil Company, Gainesville, Georgia; Petroleum Traders Corporation, Fort Wayne, Indiana; and Gentry Oil, Deland, for an initial three-year period with the option of two (2) one-year renewals based upon mutual agreement with the vendor and council approval. A contract award with three vendors provides the lowest overall pricing and allows multiple sourcing which becomes important during high demand, low supply, situations.

A copy of the solicitation (agreement), without exhibits, is attached. Copies of the fully executed agreements and applicable exhibits, with the same terms and conditions described in the solicitation, are available for review in the purchasing and contracts division.

Recommended Motion: Approval.

Volusia County
FLORIDA

19-B-70EM
Fuel Sites
Attachment B

Fuel Site Information

Volusia County:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9809259	Indian Lake Road 1336 Indian Lake Road, Daytona Beach 32724	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel AST. 1 ea. 10,000 Gal. Vehicular Diesel, double walled (DW) steel AST 1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), steel AST	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	42,000 gallons ULSD
9103512	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach 32124	1 ea. 12,000 Gal. Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehiclular Off-Road Disel, double walled (DW) 1 ea 12,000 Gal. Vehicular Gasoline, double walled (DW) steel AST	7am-5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	65,000 gallons ULSD 213,000 gallons Off Road Diesel
9046676	Walker St. Road & Bridge 455 Walker Street, Holly Hill 32117	1 ea. 12,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 12,000 Vehicular Diesel UST. DW, Fiberglass.	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	43,000 gallons ULSD
8622777	Deland Road & Bridge 2560 West Highway 44, Deland 32720	1 ea. 10,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 Gal. Vehicular Diesel UST, DW, Fiberglass	7am - 5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	99,000 gallons ULSD
8522683	Osteen Road & Bridge 200 North Highway 415, Osteen 32764	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	18,000 gallons ULSD
8622679	NSB Road & Bridge 534 North Old Dixie Highway, New Smyrna Beach 32168	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	77,000 gallons ULSD
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 Gal. Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 Gal. Vehicular Gasoline AST, DW Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	105,000 gallons ULSD
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gallon Vehicular Diese AST, DW, Steel	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000 gallons ULSD

Flagler County

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, Fl 32110	1 ea 30,000 Gal above ground double wall for Unleaded fuel and 1 ea. 30,000 Gal. above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	24 hours, 7 days	Yes	Name: Andrew Pearson Phone: 386-313-4178 Email: apearson@flaglercounty.org		We only receive ULS diesel and the annual usage is 175,000 gallons.

City of Daytona Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea.6,000 gal. Vehicular Diesel AST, DW 1 ea.1,000 gal. Vehicular Diesel, AST, DW.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass UST	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	8315 net gallons ULSD
8631488	Sewer Lift Station #1134 510 Ora Street Daytona Beach, FL 32114	1ea. 500 gal. Vehicular Diesel Double Walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel UST. 1 ea. 12,000 gal. Unleaded Gas Double Walled (DW) steel UST.	7am-5pm, 5 days	Yes on 6,000 and 4,000 gallons tanks. No on the 12,000 gallon tanks.	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	0 net gallons ULSD
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. Unleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Double walled (DW) steel AST. 1 ea. 2,000 gal. Unleaded gas. Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	37,225 net gallons ULSD
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gallon Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal.Unleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Brian Jaquet Phone: 386-671- 3502 Cell: Email: jaquetbrian@codb.us	None	ULSD
9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	11,272 net gallons ULSD
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD

City of Ormond Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel

9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Diesel. DW steel UST 1 ea. 6,000 AGT, Gasoline, Concrete DW	24 Hours, 7 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	44,626 gallons of diesel
8622685	TRANSFER STATION & WW PLT 550 N ORCHARD ST ORMOND BEACH	1 ea 6,000 Gal. Off-Road Diesel UGT, SW. 1 ea. 2000 Gal. Off-Road Diesel, SW 1 ea. 4,000 Gal. Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	6,174 gallons of dyed diesel
9801353	WATER PLANT 301 JEFFERSON ST ORMOND BEACH	1 ea. 6,000 Gal. Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	

School Board:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, Fl. 32114	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	236,747 gallons ULSD
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, Fl. 32169	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel. DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	108,779 gallons ULSD
9202882	Deltona Transportation 2101 Eutace Ave. Deltona, Fl. 32725	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 6,000 Diesel. DW FG UST. 1 ea. 20,000 Gal. Diesel DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	203,144 gallons ULSD
9047255	Deland Transportation 1301 Shapiro Dr. Deland, Fl. 32724	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel. DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	127,174 gallons ULSD
8631509	Pierson Transportation 1 West First Street (Behind Old Pierson Elem) Pierson, Fl. 32180	1 ea. 10,000 Diesel. DW FG UST	As requested	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	10,491 gallons ULSD

City of Port Orange:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	New Smyrna Beach Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Low Sulfur Diesel. DW steel UST	7am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Gasoline: 45,000 gals ULS Diesel: 55,000 gals
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, Fl. 32129	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 2,000 Gal. Low Sulfur Dyed Diesel for backup generator only.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Gasoline: 95,000 gals ULS Dyed Diesel: 2,000 gals
9803333	Fire Station 74 6701 Airport Road Port Orange, FL. 32128	1 ea. 3,000 Gal. Low Sulfur Diesel, double walled (DW) steel UST.	7am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	ULS Diesel: 5,000 gals
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL. 32129	1 ea. 3,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811682	Port Orange Police Dept. 4545 S. Clyde Morris Blvd. Port Orange, FL. 32129	2 ea. 2,500 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL. 32129	1 ea. 5,200 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	7am-4pm, 5 days	Yes	Name: Christina Potts Phone: 386-506-5773 Cell : N/A Email: cpotts@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL. 32127	2 ea. 4,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST for Generators	7am-4pm, 5 days	Yes	Name: Steve Parnell Phone: 386-506-5786 Cell : N/A Email: sparnell@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.

City of New Smyrna Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622701	NSB Public Works 124 Industrial Park Ave NSB, FL 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	7am - 2pm M-F	Yes	Name: Garrett Mccafferty Phone: 386-424-2210 Cell 386-427-7308 email: gmccafferty@cityofnsb.com	None	90,000 Gallons Unleaded 35,000 Gallons USLD
9807269	NSB Fire Station 51 151 Williamson Blvd. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811632	NSB Fire Station 52 500 E. Third Ave. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9812197	NSB Police Station 246 Industrial Park Ave NSB, FL 32168	1 ea. 6,500 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.

9812196	NSB Fire Station 53 238 Industrial Park Ave NSB, FL 32168	1 ea. 2,000 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
8734991	NSB Golf Course 1000 Wayne Ave NSB, FL 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	7am - 2pm M-TH	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	4000 Gallons Unleaded 3000 Gallons Dyed Diesles
Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd NSB, FL 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	7am - 2pm M-F	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	1500 Gallons Unleaded 1200 Gallons Dyed Diesel

Votran:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8517745	Volusia County Transit 950 Big Tree Road, South Daytona, Fl 32119	2 ea. 15,000 Gal. Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 Gal. Vehicular Gasoline UST,DW,Fiberglass	22 Hours, 7 days. (Closed 2am-4am)	No	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386-566-5560 email: rkazawitch@volusia.org		
9806496	924 E. Rhode Island Ave Orange City, Fl 32763	2 ea. 12,000 gallon diesel AST's 1 ea. 5,000 gallons unleaded AST	24 hours	Yes	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386-566-5560 email: rkazawitch@volusia.org		

City of South Daytona:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622688	City of South Daytona 1770 Segrave St. South Daytona, Fl	1 ea. 10,000 Gal. 3/7 Vehicular Diesel, Gasoline DW AST.	7 am - 3:30pm M-F	Yes	Name: Mark Smith Phone: 386 322-3084 Cell phone:386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9500 gallons ulsd 1000 gallons of red dye off road depending on severity of hurricane season

City of DeLand:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622696	City of DeLand, Public Works. 1102 S Garfield Ave, DeLand, FL, 32724	1 ea. 3,000 gallon Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	2 Hours, 7 days	Yes	Name: Brian Glenn Phone: 386-626-7206 Cell phone:386-233-5701 glennb@deland.org	None	

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Datona Beach International Airport Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114-3815 (Adjacent to Terminal Building) Escort Required	1 ea. 600 Gal. Emergency Generator Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Adjacent to International Building) Escort Required	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300, Daytona Beach 32114 (At service entrance to terminal) Escort Required	1 ea. 2000 Gal. Emergency Generator Diesel. DW, Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (Entrance requires escort)	1 ea. 1300 Emergency Generator, DW, Steel	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Fire Station 17) Escort Required	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel DW.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649809474	DBIA TSA Generator M-20 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Terminal Building) Escort Required	1 ea. 800 Gal. Emergency Generator Diesel AST, DW Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649815378	DBIA Fuel Farm 301 Innovation Way.Daytona Beach, 32114 Escort Required	1 ea. 2000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 2000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

CONTACT PERSON:
Eddie Molina 386-822-5772
Email: ..... emolina@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH: 386-423-3300

Volusia County
FLORIDA

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Bulk Fuel	**19-B-70EM**	**Tuesday, April 16, 2019, at 3:00 p.m., EST**

DO *NOT* RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.4, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:	
A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., EST, Wednesday, March 20, 2019	*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

The Contractor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x _____
Authorized Signature Date

_____
Printed Name

_____
Title

PHONE NUMBER:	FAX NUMBER:	FEDERAL I.D. or SOCIAL SECURITY NUMBER:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Bulk Fuel** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The following entities, who from this point forward shall be known as the Consortium, are seeking qualified fuel Contractors to supply bulk fuel.

- County of Volusia
- Volusia County School Board
- VOTRAN (Volusia County's mass transit system)
- The City Of Daytona Beach
- The City Of Port Orange
- The City Of South Daytona
- The City Of New Smyrna Beach
- The City of Ormond Beach
- The City of DeLand
- Flagler County

Contractor shall supply bulk fueling to all Consortium members upon request. The Contractor shall email the Oil Price Information Service (OPIS) pricing to the Volusia County Project Manager each day by 8:00 a.m. The Pad 1 report for Orlando, Florida Terminal 6:45 a.m. report shall be used. The Contractor shall email the same report to the project manager for each Consortium member, if requested.

The following quantities are being provided as estimates only and in no way represent a guarantee of future expenditures. The Consortium will not be obligated to purchase any minimum or maximum amount of fuel during the term of the Agreement resulting from this ITB. The Consortium reserves the right to add or remove members at any time.

Estimated Annual Usage in Gallons					
	Volusia County	Volusia County School Board	VOTRAN	City of Daytona Beach	City of South Daytona
Diesel	769,000	687,000	872,000	66,000	10,000
Unleaded	1,080,000	56,000	308,000	421,000	43,000
	City of Ormond Beach	City of New Smyrna Beach	City of Port Orange	City of DeLand	Flagler County
Diesel	48,000	14,000	65,000	32,000	175,000
Unleaded	109,000	110,00	140,000	150,000	375,000

1.1 Fuel Requirements

A. Ultra Low Sulfur Diesel Fuel with sulfur content between 0 ppm - 15 ppm.

B. Ethanol (10%)

C. No. 2 Red-Dyed fuel for off-road use with sulfur content between 0ppm – 15ppm.

1.2 Pricing

A. All prices shall be based on OPIS pricing and invoiced as net gallons. The Consortium is seeking an OPIS Daily low and OPIS Daily average price plus markup, not inclusive of taxes, but including delivery to all locations, overhead, profit, and any other costs incurred by the Contractor. All pricing submitted on Attachment A shall be verified next to 6 months of OPIS data to confirm the best interest for the Consortium. The months used for verification will be: February 2018, May 2018, June 2018, July 2018, December 2018 and January 2019. All data collected for evaluation originated from OPIS Pad 1 report for Orlando, Florida terminal. The Consortium will choose which submitted pricing mark up, OPIS Daily Low or Daily Average, to accept.

B. Daily pricing shall be based on the 6:45 a.m. OPIS Report. This pricing shall be in effect until the prices change at 6 p.m. the same calendar day. Any deliveries loaded 6 p.m. or after shall be priced based on the 6:45 a.m. OPIS report for the following day. **OPIS** documentation may be requested and required in settling of any pricing errors through the term of the bid. Contractor shall bid full loads (8,000 or 7,500 for diesel only deliveries) and short drops (less than 8,000 or 7500 for diesel only deliveries).

C. Contractors shall provide invoices and bill of ladings for all fuel drops electronically no later than six (6) business days following the date of the delivery. Invoices shall be sent to each Consortium member who are responsible for paying their own invoices.

D. Contractors shall complete Attachment A and submit with bid. Attachment A shall include the following information:

1. ***Pricing-*** Bidders shall submit pricing as a markup over OPIS Daily low and OPIS Daily average as detailed in Section 1.6.

2. ***Terminal-*** Bidder shall define which terminal will be utilized to supply fuel (i.e. Tampa, Orlando, Jacksonville, Port Canaveral, Port Everglades, or other).

3. ***Delivery Times:*** Delivery shall be required no later than one (1) calendar day from receipt of release order.

4. ***Additional fees:*** Bidder may submit pricing on any other fees that will be part of the Contractor mark up such split loads, above ground tank delivery, and tank wagon drop charges.

1.3 Fuel site and pumps

Attachment B provides the Facility Identification (FACID) number and current location of each fuel site, including tank attributes, hours of operation, and the project manager assigned to each location. The breakdown of storage for both unleaded, diesel fuels is included.

1.4 Quality Standards/EPA Violations

All fuel provided shall comply with governmental regulations and conform to all specifications in regards to environmental and quality standards set forth by the State of

Florida. In addition, the Environmental Protection Agency (EPA) has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuel. The Contractor shall be responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance by the EPA.

1.5 Conditions for Emergency, Hurricane, or disaster

Before, during, and after a public emergency, disaster, hurricane, fire, flood, or other acts of God, the Contractor shall provide fuel to all Consortium members on a “first priority” basis. All Consortium members shall be given priority when allocations become available.

The Consortium expects to pay a fair and reasonable price for all fuel in the event of a disaster, emergency, fire, or hurricane. In the event that fuel is provided to the Consortium from areas outside of the contracting ports, additional freight costs may be allowed. This shall be communicated and agreed upon by both the Contractor and the Consortium Project Managers before deliveries are made. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

1.6 Delivery and Penalties

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise from the ordering entity. Failure to deliver fuel during within 24-hours may result in the Contractor covering any costs arising from having to order fuel from an alternate vendor. Penalties may include any extra price per gallon over agreed upon contract pricing and any additional freight costs incurred. This is for normal operations only.

1.7 Exhibits and Attachments

A. Exhibit I General Conditions

B. Exhibit II Insurance

C. Attachment A - Price Sheet

D. Attachment B - Facility Identification

2.0 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, April 16, 2019. Bids received after this time will not be considered.

2.1 Proposed Schedule

March 8, 2019 ..... Invitation to Bid Available
March 20, 2019 ..... Pre-bid Conference
April 2, 2019 ..... Last Day to Receive Written Questions
April 15, 2019 ..... Bid Closing Date

2.2 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Eddie Molina, Procurement Analyst
Telephone: 386-822-5772
Fax: 386-736-5972
E-mail: .....*emolina@volusia.org*

2.3 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.2 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.4 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) **"Bid #19-B-70EM, Bulk Fuel"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.0. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.5 Pre-bid Conference

A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00 a.m., EST, Wednesday, March 20, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

2.6 Bid Submittal Form

A. See *Submittal Requirements* for complete details.

B. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
- **One (1)** hard copy marked "COPY"
  Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section **4.0**.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section **4.0**.

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section

5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.7 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)
   1. Total Cost;
   2. Delivery in accordance with Section 1.6;
   3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
   4. Ability to provide fuel that meets the requirements of Section 1.1;
   5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the most responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.8 Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.9 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies

owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.10 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.11 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

2.12 Termination

A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.

2. Inform County of the extent to which performance is completed.

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County.

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.10 - Award Term, Section 2.9 - Payment Terms and this Section 2.12 - Termination, the County shall cause

payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.12- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the services terminated.

F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the services and complete the services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such services.

G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.13 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County’s interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.3. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.14 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

4.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ❑ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- ❑ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.6)

- ❑ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.

- ❑ **Completed Bid Submittal Form** (use attached form Section 5.0).

- ❑ **References** - List at least three (3) recent references where the proposed product has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- ❑ **Business Tax Receipt** (BTR)

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- ❑ **Insurance -** (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

  Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

  Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 15.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ❑ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

- ❑ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

- ❑ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Contractor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

- ❑ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

- ❑ **Drug-Free Work Place form** (use attached form Section 8.0).

- ❑ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

- ❑ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

- ❑ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

_____, 2019

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____ _____ has carefully examined the specifications to furnish Bulk Fuel, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Tuesday, April 16, 2019,** and further declares that the firm will furnish the Bulk Fuel according to specifications.

Complete Attachment A and return with bid submittal
(Open Attachment A from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically.)
Include Attachment A in Excel format (not pdf) on CD with the rest of your submittal documents.

The County reserves the right to negotiate with the awarded Contractor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ❑ **Yes** ❑ **No** **Total number employees** ..... _____

F.O.B. Destination

Can fuel be delivered within one (1) calendar day from receipt of release order? ❑ YES ❑ NO

Prompt payment discount, if applicable: _____ %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ❑ YES ❑ NO

Do you offer a discount for electronic funds transfer (EFT)? ❑ YES, ____ % ❑ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 19-B-70EM**, "Bulk Fuel",** including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The Contractor acknowledges that information provided in this Bid is true and correct:

×

Authorized Signature		
Printed Name		
Title		Date
Company Name		
Full Address		
Telephone	Fax	E-mail Address
Dunn & Bradstreet #		Federal I.D. #

6.0 REFERENCES

Agency #**1**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #**2**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #**3**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____does:
(Name of Firm)

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

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

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender 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) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY CONTRACTOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Contractor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted Contractor list for a period of 36 months following the date that person or affiliate was placed on the convicted Contractor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted Contractor list so long as that person's name appears on the convicted Contractor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory Contractor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory Contractor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory Contractor list so long as that entity's name appears on the discriminatory Contractor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION

BUSINESS SERVICES
REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) _____,

providing _____ services, which is located at (*street address*) _____

_____, (*city*) _____, falls under the business tax exemption described in:

- ❑ Florida Statute 205. 063
- ❑ Florida Statute 205. 064
- ❑ Florida Statute 205. 065
- ❑ Florida Statute 205. 162
- ❑ Florida Statute 205. 171
- ❑ Florida Statute 205. 191
- ❑ Florida Statute 205. 192

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

OR is the type of business indicated below:

- ❑ Child Care – Residential
- ❑ Commercial Rentals
- ❑ Door to Door/Peddler Sales
- ❑ Insurance Adjuster, Agent, or Company
- ❑ Pharmacist/Pharmacy *(Prescription Drugs Only)*
- ❑ Radio/Television Station
- ❑ Religious Institution
- ❑ Residential Rentals over 6months
- ❑ Sale of Alcoholic Products only

_____ _____
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.
215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____

(Authorized Signature)

Title:_____

Date:_____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ *(please insert name of contract)*, (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____ *(signature)*
Employee 1: _____ *(print name)* _____ *(signature)*
Employee 2: _____ *(print name)* _____ *(signature)*
Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF

_____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

Exhibit I
County of Volusia
General Conditions and Instructions

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile or electronic submissions are NOT acceptable. No offer may be modified after acceptance.

2. **BIDDER'S RESPONSIBILITY:** The Bidder, by submitting a Bid, represents that:

   A. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

   B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

   C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

   D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

3. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

4. **OPENING:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

   In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

   Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

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5. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

B. Upon request from the County's custodian of public records, provide the County 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 or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising

therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

6. **CLARIFICATION/CORRECTION OF ENTRY/MINOR IRREGULARITIES:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

7. **QUESTIONS, EXCEPTIONS, AND ADDENDA:** It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in the ITB who shall be the official point of contact for this Bid.

   Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

   If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

8. **INCURRED EXPENSES:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

9. **DISADVANTAGED BUSINESSES:** The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

10. **LOCAL PREFERENCE:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

    Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

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This Section 10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 10 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

11. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

12. **UNUSUAL COSTS:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

13. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

14. **TAXES:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

15. **PAYMENT TERMS:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

16. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

17. **MEETS/MINIMUM SPECIFICATIONS:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

18. **BRAND NAME OR EQUAL:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will

be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

19. SAMPLES: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

20. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to 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 shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

21. CHANGE IN SCOPE OF WORK/SERVICE:

A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

22. GOVERNING LAWS/VENUE: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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23. **ASSIGNMENT:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

24. **CONTENT OF INVITATION/RESPONSE:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "GENERAL CONDITIONS AND INSTRUCTIONS."

25. **DISCLOSURE OF BID CONTENT:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

26. **LIMITATION OF LIABILITY/INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

27. **INFRINGEMENT CLAIM:** For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section 27, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

28. **SOVEREIGN IMMUNITY:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

29. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

30. **USE OF COUNTY LOGO:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

31. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

32. **ACCEPTANCE:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

33. **SAFETY WARRANTY:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

34. **SAFETY:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

35. **WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

36. **AWARD:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on

experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

37. **OTHER AGENCIES:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement 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 order to the awarded Contractor(s).

38. **FOB DESTINATION:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

39. **SPECIAL CONDITIONS:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

40. **LICENSES, CERTIFICATES, AND PERMITS**

A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

41. **RECORDS & RIGHT TO AUDIT:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 40 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

42. **CLAIM NOTICE:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division

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Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

43. WAIVER OF CLAIMS: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

44. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

45. SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 15.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

46. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the

obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

47. RIGHT TO REQUIRE PERFORMANCE:

A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

48. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

49. CONTRACTOR’S PERSONNEL: During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The

Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 49;

E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 10 **Local Preference,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (see Special Conditions Section 11.0 and 12.0) showing compliance.

50. COUNTY/CONTRACTOR RELATIONSHIP:

A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

51. **DISQUALIFICATION OF BIDDERS:** One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

52. **DEBARMENT: Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

53. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

54. **DISPUTE RESOLUTION**

Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 53, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

Exhibit I
County of Volusia
General Conditions and Instructions

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section 53, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit II and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☒ Waiver of Subrogation	EACH OCCURRENCE	$ 1,000,000
	GENERAL AGGREGATE	$ 2,000,000
	Premises-Operations	$ 1,000,000
	Products & Completed Ops	$ 1,000,000
	Personal & Adv Inj.	$ 1,000,000
	Fire Damage	$
		$
AUTO LIABILITY ☒ Any Auto ☒ CA 99 48 Broadened Pollution Liability Endorsement ☒ Pollution liability coverage including unloading of fuel. Transportation Pollution Liability endorsement or policy. ☒ Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County ☒ Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County	Combined Single Limit	$ 1,000,000
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per Accident)	$
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: Eddie Molina	Risk Management Division	

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in *Figure 1* or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards

(XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1.*

K. Transportation Pollution Liability**.** Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor and its subcontractors. The County shall be named as additional insured. Coverage shall apply to bodily injury, sickness, disease, mental anguish or shock, including death and medical monitoring; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall provide coverage for loading, transporting, and unloading from the project site to the final disposal location. Policy shall include Non-owned Disposal Site coverage by endorsement. All activities contemplated in the Agreement shall be specifically scheduled on the policy as "covered operations". Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and be endorsed to be primary and non-contributory with any other coverage or self-insurance maintained by the County. Should Contractor's policy or endorsement providing transportation pollution liability be modified to exclude or reduce the coverage required herein, Contractor shall promptly notify County and provide such coverage under another policy or form with the County included as an additional insured.

L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.3 of ITB #19-B-70EM, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will

review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. <u>Proof of Insurance</u>

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

4. The provisions of this Exhibit II, shall survive the cancellation or termination of the Agreement.

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

March 14, 2019

ADDENDUM NO. 1
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Attached to this addendum is an invoice in response to question 7.

Questions Received:

Question 1: 1. Can you please specify the estimated annual amount of Diesel fuel broken down Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel?
Response 1: The estimated annual usage of ULS diesel is 596,000 gallons and the No 2 Red-Dyed diesel usage is 217,000 gallons.

Question 2: Will the pre-bid meeting be available via conference call?
Response 2: Unfortunately we are not able to accommodate conference calls. However, it is not mandatory.

Question 3: Can you please clarify that the City of New Smyrna Beach estimated annual usage of unleaded fuel is supposed to read 110,000 gallons?
Response 3: Yes. 110,000 gallons is correct.

Question 4: What is the name of the current Incumbent?
Response 4: Gentry Oil LLC, Glover Oil Company LLC, and Mansfield Oil Company

Question 5: May I have a copy of the current contract?
Response 5: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 6: May I have a bid tabulation of the last award?
Response 6: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 7: May I have copies of the most recent Unleaded, Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel invoices?
Response 7: Please see attached invoice.

Question 8: Are there any Diversity goals?
Response 8: All goals associated with this contract are published within the bid document.

Question 9: What are the estimated gallons of fuel purchased annually?
Response 9: The estimates are outlined in section 1.0. This information is provided for informational purposes only and in no way represents a guarantee of future expenditures.

Question 10: Are there fuel tanks at your site? If yes, can you please tell me their sizes and if they are above or below ground?

Response 10: Attachment B to the bid document outlines all of the facilities with fuel tanks. AST indicates above ground and UST indicates underground.

Question 11: Is fuel purchased through another entity such as a state or county? If so, please provide the name.

Response 11: The Consortium includes local and county government entities as listed in section 1.0.

Question 12: Can you please provide the Estimated Annual Usage PER TANK and the Average Load Size PER TANK?

Response 12: This information is unavailable.

Question 13: Can you please provide the specific fuel specifications PER TANK?

Response 13: Please see Attachment B.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1 **Total Pages: 5**

If there are any questions, please contact the staff member responsible for this project, Kathy Williams, Procurement Manager, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.

Kathy A Williams

Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 18-B-46KW

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

OK DS
OK mp
✓CCG

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 369430

SHIP TO:
VOLUSIA COUNTY
INDIAN LAKE ROAD
1336 INDIAN LAKE ROAD
DAYTONA BEACH.V, FL 32124-1051

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 13921-04-369430
ORDER # 6625

BILL TO: VOLUSIA COUNTY
1270 INDIAN LAKE ROAD

DAYTONA BEACH, FL 32124

---------- CONTROL # ----------
369430

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	SUN FUELS INC	ORLANDO, FL	144-095	03/05/2019	03/08/2019

B/L NO	DESCRIPTION		GROSS	NET	PRICE	AMOUNT
4311126	87 UNL W/10%ETH	07:48	6501	6466	1.795000	11,606.47
	VOLUSIA CO GAS TAX				.198000	1,280.27
	FED EXC LUST GOVT TA				.001000	6.47
	FL INSPECTION FEE				.001250	8.08
	FL MTR FUEL TAX				.181000	1,170.35
	FL POLLUTION TAX				.020714	133.94

DUE DATE 4/04/2019 AMOUNT DUE $14,205.58

4/17 RH Confirmed 24 Hour Access

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

Glover Oil Co. Inc.

P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902

(321) 723-3953

Invoice

Invoice No: 4314445-1
Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br

	Product	SC	Quantity	Price	Disc	Amount
1	ULS – ULTRA LOW SULPHER DIESEL	G	2837.00 Gallon	2.16280		6,135.86
			Products Total			**$6,135.86**
	COUNTY TAX L-S COLLECTED		2837.00	0.14800		419.88
	LUST TAX		2837.00	0.00100		2.84
	POLLUTANT TAX COLLECTED		2837.00	0.02071		58.75
	STATE EXCISE TAX L-S COLLECTED		2837.00	0.18100		513.50
			Taxes and Fees Total			**$994.97**
				Invoice Balance		**$7,130.83**

Invoice

1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800 -342-7121 DAY OR NIGHT*******

Customer Copy

Glover Oil Co. Inc.

P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902

(321) 723-3953

Invoice

Invoice No: 4314445C
Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br

	Product	SC	Quantity	Price	Disc	Amount
1	ULSD – ULTRA LOW SULFER DYED DIESEL	G	4477.00 Gallon	2.16660		9,699.87
			Products Total			**$9,699.87**
	LUST TAX		4477.00	0.00100		4.48
	POLLUTANT TAX COLLECTED		4477.00	0.02071		92.72
			Taxes and Fees Total			**$97.20**
				Invoice Balance		**$9,797.07**

Invoice

1 Dyed Diesel Fuel. Nontaxable Use Only.
Penalty for taxable use.

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800 -342-7121 DAY OR NIGHT*******

Customer Copy

Printed: 3/13/2019 13:45 Created: 3/13/2019 13:45 Modified: 3/13/2019 13:45

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 3, 2019

ADDENDUM NO. 2
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Current OPIS Report dated 3/28/19

Clarification:

- Section 2.1, Proposed Schedule has April 15, 2019 as the Bid Closing Date. The correct date is April 16, 2019.
- Attachment B (Revision 1) has been posted to the county website. The contact information provided on this attachment is for informational purposes only. Please ensure that all questions are routed to the Procurement Analyst at emolina@volusia.org.

Questions Received:

Question 1: Could you please clarify how you want pricing presented for the subject bid? Will the OPIS differential be based as an adder to the Orlando OPIS or do we choose which OPIS we will use based on where the product will come from?

Response 1: Pricing will be based on the Orlando OPIS in accordance with section 1.2

Question 2: The pricing sheet only provides for transport pricing….I see numerous tanks in the list that would be considered tank wagon deliveries or less than transport load deliveries…..are you going to add tank wagon pricing for this bid?

Response 2: The portion of Attachment "A" where it lists less than 8,000 for unleaded and less than 7500 for diesel is intended to be what the Contractor should fill out for tankwagon. These amounts are considered less than full transport loads therefore should be used for tankwagon pricing.

Question 3: When is the anticipated award date?

Response 3: The anticipated award date is May 7.

Question 4: Will the award be decided at a board meeting?

Response 4: The award will be made during a Volusia County Council meeting.

Question 5: Can you confirm the contract period?

Response 5: Per section 2.10, the contract period is for an initial three (3) year term with the option of two (2) subsequent one (1) year renewals.

Question 6: Are renewals on a member by member basis or as the consortium as a whole?

Response 6: Renewals will be handled by the County of Volusia. Consortium members are free to pursue their own fuel bid at anytime, however they have not done so over the past five (5) years.

Question 7: Do any of the locations have special requirements for delivery vehicles, for example are there sites that do not have enough room to fit a full sized 18 wheeled semi-truck? Are there sites that will require trucks to bring extra lengths of hose to reach the tanks, or will site require any special fittings for delivery?

Response 7: Please see Attachment B (Revision 1)- Special Requirements have been added.

Question 8: Can you please provide the estimated annual usage of ULS Diesel and Red-Dyed Diesel broken down by location and by product?

Response 8: Please see attached Amended Attachment B (Revision 1). This information is provided as an estimate only and in no way represents a guarantee of future expenditures.

Question 9: Will the bid opening be open to the public and what information will be read aloud?

Response 9: The bid opening is open to the public. The name of each bidder will be read aloud. The complete tabulation will be available in 30 days or when there is a recommendation of award, whichever comes first.

Question 10: How often are split loads utilized in transport deliveries?

Response 10: **Volusia County**- 3-4 times a month
Volusia County School Board- Less than a dozen a year....VCSB often split a load between Deland and Pierson
City of Ormond Beach- Approximately twice a year
City of DeLand- Orders one truck of diesel and splits that between two separate locations. This occurs approximately once a quarter.
VOTRAN- Very seldom, and only in emergency situations.
City of New Smyrna Beach- Typically deliver is made to all fire stations in one day from the same truck.
City of Daytona Beach- 2-3 times a year; unleaded gas and premium. Twice in 2018.
Flagler County- Never.
City of Port Orange- Last year the City of Port Orange only had 3 split loads and that was for hurricane prep.

Question 11: May we please have a copy of the previous bid tabulations?

Response 11: All information for the previous solicitation can be found at www.volusia.org/bidlist . Search for 14-B-72VO.

Question 12: May we please have copies of invoices and BOLs?

Response 12: Refer to Addendum 1.

Question 13: Is this bid all or nothing or can vendors "no bid" some items?

Response 13: It is NOT all or nothing. The county reserves the right to award to multiple vendors as determined to be in the best interest of the Consortium.

Question 14: Will the award be split by fuel type?

Response 14: The award will be made in the best interest of the Consortium and will not be based solely on fuel type.

Question 15: Will the award be split by delivery size?

Response 15: The award will be made in the best interest of the Consortium and will not be based solely on delivery size.

Question 16: Can or will deliveries be split between locations?

Response 16: In some instances yes. Vendors may submit a charge on Attachment A, Price Sheet to account for the extra freight cost for split deliveries.

Question 17: Can or will deliveries be split between products to a single location?

Response 17: Yes. Two types of fuel may be ordered regularly for a single location delivery.

Question 18: How many consecutive years has the current vendor been awarded?

Response 18: The current Contractors have been under contract for five (5) consecutive years.

Question 19: Can we please have a list of bidders invited to submit a proposal?

Response 19: Bidding is open to any qualifying firm who wishes to respond to this Invitation to Bid.

Question 20: Could you provide a copy of the OPIS report that you want to use for the pricing?

Response 20: Please see attached.

Question 21: We, as well as every other OPIS subscriber in the petroleum industry, have been notified by OPIS that due to copyright considerations, a vendor is forbidden from providing on-going copies of OPIS data. You will need to obtain your own subscription.

Response 21: The requirement for copies of OPIS data has been removed from the scope of work.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2 **Total Pages: 6**

If there are any questions, please contact the staff member responsible for this project, Eddie Molina, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.

Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 19-B-70EM

Vendor: _____

Signed by (Name/Position): _____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

OPIS Report

Account #147241

To align the following data, change the font size to 9 in Courier New.

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS CLEAR PRICES 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
FlntHlsRs	u N-10	-- --	-- --	-- --	-- --	226.00	- 5.00	03/27	18:00
Huguenot	u N-10	-- --	-- --	-- --	-- --	227.22	- 3.77	03/27	18:00
Marathon	b 1-10	-- --	-- --	-- --	-- --	236.26	- 4.65	03/27	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	232.90	- 4.60	03/27	18:00
Shell-Mot	b 125-3	-- --	-- --	237.72	- 4.25	-- --	-- --	03/27	18:00
LOW RACK		-- --		237.72		226.00			
HIGH RACK		-- --		237.72		236.26			
RACK AVG		-- --		237.72		230.60			
OPIS GULF COAST SPOT MEAN - 03/27									
FOB COLONIAL		187.455		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		-- --		199.24		210.64			
BRD LOW RACK		-- --		237.72		236.26			
BRD HIGH RACK		-- --		237.72		236.26			
BRD RACK AVG		-- --		237.72		236.26			
UBD LOW RACK		-- --		-- --		226.00			
UBD HIGH RACK		-- --		-- --		232.90			
UBD RACK AVG		-- --		-- --		228.71			
CONT AVG-03/27		-- --		241.97		235.10			
CONT LOW-03/27		-- --		241.97		230.99			
CONT HIGH-03/27		-- --		241.97		240.91			

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS CBOB ETHANOL(10%) PRICES 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Huguenot	u N-10	175.39o	- 1.01	188.39o	+ 1.35	212.75o	+ 2.25	03/27	18:00
Vitol	u N-10	193.00	- 4.50	211.00	- 4.50	231.00	- 4.50	03/27	18:00
FlntHlsRs	u N-10	193.75	- 4.75	206.75	- 4.75	218.75	- 4.75	03/27	18:00
Motiva	u N-10	193.85	- 5.00	211.85	- 5.00	238.85	- 5.00	03/27	18:00
Marathon	u N-10	194.25	- 4.60	208.25	- 4.60	236.25	- 4.60	03/27	18:00
Valero	u N-10	194.30	- 3.95	212.30	- 3.95	241.30	- 1.95	03/27	18:00
TransMont	u N-10	196.17	- 4.27	-- --	-- --	247.04	- 3.82	03/27	18:00
Citgo	u 1-10	197.15	- 4.24	214.32	- 4.25	242.61	- 4.24	03/27	18:00
Citgo	b 1-10	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Mystik	b 1-12	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Valero	b 1-10	198.70	- 3.70	214.70	- 3.70	248.20	- 3.70	03/27	18:00
Sunoco	b 125-3	198.82	- 3.97	214.32	- 3.97	248.70	- 3.98	03/27	18:00
XOM	b 125-3	198.88	- 4.66	215.59	- 4.66	249.01	- 4.66	03/27	19:00
Marathon	b 1-10	199.04	- 3.79	215.54	- 3.78	248.54	- 3.78	03/27	18:00
BP	b 125-3	199.20	- 3.89	216.40	- 3.89	250.30	- 3.89	03/27	18:00
76-Mot	b 125-3	199.29	- 3.65	216.51	- 3.64	246.89	- 3.64	03/27	18:00
Shell-Mot	b 125-3	199.70	- 3.79	216.91	- 3.80	251.34	- 3.80	03/27	18:00
Chevron	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
Texaco	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
LOW RACK		193.00		206.75		218.75			
HIGH RACK		200.00		216.91		251.34			
RACK AVG		197.40		213.75		244.10			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		185.70		-- --		202.36			
BRD LOW RACK		198.56		213.76		246.89			
BRD HIGH RACK		200.00		216.91		251.34			
BRD RACK AVG		199.16		215.39		248.91			
UBD LOW RACK		193.00		206.75		218.75			
UBD HIGH RACK		197.15		214.32		247.04			
UBD RACK AVG		194.64		210.75		236.54			
CONT AVG-03/27		201.50		217.84		248.07			
CONT LOW-03/27		197.50		211.50		223.50			
CONT HIGH-03/27		203.54		220.71		255.14			

o=out of product

ORLANDO, FL

LOW RETAIL	249.23
AVG RETAIL	272.74
LOW RETAIL EX-TAX	195.67
AVG RETAIL EX-TAX	219.14

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out RINS	Move	with RINS	Move	Date	Time
Vitol	u N-10	166.00	- 3.00	-- --	-- --	03/27	18:00
LOW RACK		166.00		-- --			

HIGH RACK	166.00	-- --	
RACK AVG	166.00	-- --	
UBD LOW RACK	166.00	-- --	
UBD HIGH RACK	166.00	-- --	
UBD RACK AVG	166.00	-- --	
CONT AVG-03/27	169.00	-- --	
CONT LOW-03/27	169.00	-- --	
CONT HIGH-03/27	169.00	-- --	

TOTAL ETHANOL AVG 166.00

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Vitol	u N-10	205.75	- 2.25	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.05	- .30	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	206.80	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.15	- 2.30	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	207.94	- .05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.15	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	b 125-3	208.99	- .30	-- --	-- --	-- --	-- --	03/27	18:00
76-Mot	b 125-3	209.38	- .36	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	209.76	- 2.00	-- --	-- --	-- --	-- --	03/27	19:00
Citgo	b 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	- .36	-- --	-- --	-- --	-- --	03/27	18:00
Coastal	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Valero	b 1-10	211.10	- 1.05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.11	- .71	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	211.75	- 1.13	-- --	-- --	-- --	-- --	03/27	18:00
Chevron	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	03/27	18:00
Texaco	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		205.75		-- --		-- --			
HIGH RACK		212.00		-- --		-- --			
RACK AVG		209.48		-- --		-- --			
OPIS GULF COAST SPOT MEAN - 03/27									
FOB COLONIAL		193.640		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		197.27		-- --		-- --			
BRD LOW RACK		208.99		-- --		-- --			
BRD HIGH RACK		212.00		-- --		-- --			
BRD RACK AVG		210.61		-- --		-- --			
UBD LOW RACK		205.75		-- --		-- --			
UBD HIGH RACK		209.81		-- --		-- --			
UBD RACK AVG		207.38		-- --		-- --			
CONT AVG-03/27		210.60		-- --		-- --			
CONT LOW-03/27		206.35		-- --		-- --			
CONT HIGH-03/27		213.20		-- --		-- --			

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Vitol	u N-10	206.10	- 2.25	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.55	- .30	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	207.55	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.65	- 2.30	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	208.44	- .05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.65	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	b 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	211.19	- 1.34	-- --	-- --	-- --	-- --	03/27	19:00
Coastal	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.62	- .70	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	212.25	- 1.13	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		206.10		-- --		-- --			
HIGH RACK		212.25		-- --		-- --			
RACK AVG		209.54		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		197.62		-- --		-- --			
BRD LOW RACK		210.21		-- --		-- --			
BRD HIGH RACK		212.25		-- --		-- --			
BRD RACK AVG		211.21		-- --		-- --			
UBD LOW RACK		206.10		-- --		-- --			
UBD HIGH RACK		210.21		-- --		-- --			
UBD RACK AVG		207.88		-- --		-- --			
CONT AVG-03/27		210.78		-- --		-- --			
CONT LOW-03/27		206.85		-- --		-- --			
CONT HIGH-03/27		213.38		-- --		-- --			

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS SPECIALTY DISTILLATE PRICES

Terms	JET	Move	MARINE	Move	Move Date	Time

```
PSX        b N-10  230.16  + 1.31  -- --   -- -- 03/26 00:01
LOW RACK           230.16          -- --
HIGH RACK          230.16          -- --
RACK AVG           230.16          -- --
BRD LOW RACK       230.16          -- --
BRD HIGH RACK      230.16          -- --
BRD RACK AVG       230.16          -- --
CONT AVG-03/27     230.16          -- --
CONT LOW-03/27     230.16          -- --
CONT HIGH-03/27    230.16          -- --

ORLANDO, FL                                          2019-03-28 06:45:40 EDT
          **OPIS GROSS WHOLESALE B0-5 SME BIODIESEL PRICES**
                    ULS     ULS2   Move
             Terms   No.2     RD    Date  Time
Motiva     u N-10  206.05  206.55  03/27 18:00
Marathon   u N-10  208.15  208.65  03/27 18:00
76-Mot     b 125-3 209.38   -- --  03/27 18:00
Motiva     b 125-3 209.38   -- --  03/27 18:00
Shell-Mot  b 125-3 210.24   -- --  03/27 18:00
Marathon   b 1-10  211.11  211.62  03/27 18:00
Chevron    b 1t45c 212.00   -- --  03/27 18:00
Texaco     b 1t45c 212.00   -- --  03/27 18:00
XOM        b 125-3 212.20  211.19  03/27 19:00
LOW RACK           206.05  206.55
HIGH RACK          212.20  211.62
RACK AVG           210.06  209.50
BRD LOW RACK       209.38  211.19
BRD HIGH RACK      212.20  211.62
BRD RACK AVG       210.90  211.41
UBD LOW RACK       206.05  206.55
UBD HIGH RACK      208.15  208.65
UBD RACK AVG       207.10  207.60
CONT AVG-03/27     210.78  210.26
CONT LOW-03/27     206.35  206.85
CONT HIGH-03/27    213.54  212.53

ORLANDO, FL                                          2019-03-28 06:45:40 EDT
           **OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES**
                    ULS     ULS2   Move
             Terms   No.2     RD    Date  Time
Vitol      u N-10  205.40   -- --  03/27 18:00
Motiva     u N-10  206.05  206.55  03/27 18:00
76-Mot     b 125-3 209.38   -- --  03/27 18:00
Motiva     b 125-3 209.38   -- --  03/27 18:00
Shell-Mot  b 125-3 210.24   -- --  03/27 18:00
LOW RACK           205.40  206.55
HIGH RACK          210.24  206.55
RACK AVG           208.09  206.55
BRD LOW RACK       209.38   -- --
BRD HIGH RACK      210.24   -- --
BRD RACK AVG       209.67   -- --
UBD LOW RACK       205.40  206.55
UBD HIGH RACK      206.05  206.55
UBD RACK AVG       205.73  206.55
CONT AVG-03/27     208.82  206.85
CONT LOW-03/27     206.35  206.85
CONT HIGH-03/27    210.60  206.85

ORLANDO, FL                                          2019-03-28 06:45:40 EDT
           **OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES**
                    ULS    Move
             Terms   No.2   Date  Time
Vitol      u N-10  205.05  03/27 18:00
LOW RACK           205.05
HIGH RACK          205.05
RACK AVG           205.05
UBD LOW RACK       205.05
UBD HIGH RACK      205.05
UBD RACK AVG       205.05
CONT AVG-03/27     207.30
CONT LOW-03/27     207.30
CONT HIGH-03/27    207.30

ORLANDO, FL                                          2019-03-28 06:45:40 EDT
           **OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES**
                    ULS    Move
             Terms   No.2   Date  Time
Vitol      u N-10  204.35  03/27 18:00
LOW RACK           204.35
HIGH RACK          204.35
RACK AVG           204.35
UBD LOW RACK       204.35
UBD HIGH RACK      204.35
UBD RACK AVG       204.35
CONT AVG-03/27     206.60
CONT LOW-03/27     206.60
CONT HIGH-03/27    206.60
```

Copyright, Oil Price Information Service

Volusia County
FLORIDA

COUNTY OF VOLUSIA, FL
Recommendation of Award

BID NUMBER: 19-B-70EM
BID TITLE: Bulk Fuel

OPENING DATE/TIME: 4/16/2019
3:00 p.m.

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

		Mansfield Oil Company	Petroleum Traders Corp.	Indigo Energy Partners	Gentry Oil, LLC	Glover Oil Company, Inc	James River Solutions
No.	Item	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low	Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/= 7500 gallons	$0.0526	$0.0527	$0.0745		$0.2000	$0.0584
2	Ultra Low Sulfur Diesel less than 7500 gallons	$0.2824	$0.3000	$0.2850	$0.1700	$0.2650	
3	E-10 Fuel +/= to 8000 gallons	$0.0512	$0.0474	$0.0699		$0.1900	$0.0574
4	E-10 Fuel less than 8000 gallons	$0.3084	$0.3000	$0.2850	$0.1700	$0.2550	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/= 7500 gallons	$0.0526	$0.0527	$0.0745		$0.2000	$0.0584
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.4835	$0.3000	$0.2850	$0.1700	$0.2650	
	TOTAL BASE BID	$1.2307	$1.0528	$1.0739	$0.5100	$1.3750	$0.1742
7	Any additional fee for split loads	$55.00	$50.00	$65.00	$0.00	$50.00	$40.00
8	Additional fee for "above" vs. "below" ground tanks	$55.00	$55.00	$65.00	$0.00	$0.00	$50.00
9	Drop Charge for tank wagon delivery	$45.00	$0.00	$0.00	$50.00	$0.00	$0.00
	TOTAL ADDITIONAL FEES	$155.00	$105.00	$130.00	$50.00	$50.00	$90.00

Opened and Tabulated by: Eddie Molina, Procurement Analyst/ Andrew Kokitus, Sr. Procurement Analyst
Recommendation of Award: Mansfield Oil Company, Petroleum Traders Corp., and Gentry Oil, LLC.
County Council Meeting Date: 5/7/19
Posted: 4/22/19

Reviewed by: _____
Jeannene Jennings, CPPO, CPPB
Director of Purchasing & Contracts

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: April 5, 2022

Subject: Universal Engineering Work Authorization

Commission Goal: Community Development - Other

Introduction

This is a request for approval of a work authorization, not to exceed $23,600, for Universal Engineering Sciences, Inc. ("Universal") to provide additional resources for building inspections.

Background

Universal is a continuing contract consultant for the City. The Building Department has executed a Work Authorization for an amount not to exceed $24,900 for Universal. In reviewing the workload and schedules for the remainder of the year, a Work Authorization for an amount not to exceed $23,600 to Universal Engineering Sciences, Inc. is needed. The total not to exceed amount for Universal Engineering Sciences, Inc. would be $48,500 for the fiscal year.

Discussion

The City's Building Department contains an expenditure category for other contractual services, which includes Universal. Universal provides additional building inspections personnel during heavy inspection days, while inspectors are on vacation, medical leave, in training or sick. Universal also has inspectors with a wide range of building certifications to supplement the city inspectors.

Budget Impact

The Work Authorization not to exceed $23,600, results in an annual not to exceed total of $48,500 for Universal for the current fiscal year. The amount is budgeted within the Building and Planning Department's budget, Fund 001 - General Fund.

Citizen Impact

In order to continue to provide the City's current level of service, next day building inspections, it is necessary to have the ability to provide additional inspection services through Universal. Universal's services have been invaluable in supplementing the City's inspection staff.

Recommendation

It is recommended that the City Commission approve the resolution for the Work Authorization, not to exceed $23,600 for Universal Engineering Sciences, Inc.

Attachments:

- 22-54 Universal Engineering Work Authorization (PDF)
- Universal - Bldg Inspection Svcs 21-22 Addtl Work (PDF)
- Universal Eng Bldg Inspection Svcs 21-22 (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/17/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-54

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL ENGINEERING SCIENCES, INC. FOR THE PROVISION OF BUILDING INSPECTION SERVICES ON AN AS-NEEDED BASIS; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Continuing Engineering Services Agreement on March 20, 2017 for the purpose of providing building inspection services on an as-needed basis, and

WHEREAS, the City and Universal Engineering Sciences, Inc. entered into a Work Authorization on October 20, 2021 for an amount not-to-exceed $24,900.00, and

WHEREAS, additional building inspection services are needed for an amount that is reasonably estimated not-to-exceed $23,600.00 through the end of fiscal year 2021-2022, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the accumulated cost of building inspection services from Universal Engineering Sciences through the end of fiscal year 2021-22 is for an amount not-to-exceed $48,500.00 (i.e. $24,900.00 + $23,600.00) and exceeds the City Manager's threshold, City Commission approval is required.

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the General Fund (001) and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The City Manager is hereby authorized and directed to execute a Work Authorization, a copy being attached hereto, between the City and Universal Engineering Sciences, Inc. for the provision of building inspection services at a cost not-to-exceed $23,600.00, and to pay the cost thereof from the General Fund (001).

SECTION TWO. The City Commission hereby ratifies and affirms the execution of the Work Authorization dated October 20, 2021 in the amount of $24,900.00, including all actions taken in furtherance thereof.

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Universal Engineering Sciences, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Building Inspection Services – FY 21/22 Additional Work

Project Description: To provide building inspection services, as required by the Building Division, based on the attached Private Provider Rate Sheet and Private Provider Inspector Qualification Statement.

Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Building Inspection	Actual Cost	$23,600.00
Total Fee Authorized:	**Not To Exceed**	**$23,600.00**

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/22

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES, INC

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

UNIVERSAL ENGINEERING SCIENCE, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

October 1, 2021

Building Division Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Mr. Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	**UOM**	**RATE**
Plan Review	Hour	63.00
Inspector – Standard Time	Hour	60.00
Inspector – Commercial Trades	Hour	60.00
Building Official	Hour	77.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES

Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

Mike Navarra
Mike Navarra, BN-3977
Private Provider Field Manager
(386) 527-1578 (cell)
mnavarra@universalengineering.com

Private Provider Inspector QualificationStatement

Private Provider Firm: Universal Engineering Sciences, Inc.
Private Provider Name: Brian C. Pohl, P.E.
Address: Beville Road, Suite 3, South Daytona, FL 32119
Phone: (386) 756-1105 Fax: (386) 760-4067

Names, License/Certificate Numbers, and License description of provider and duly authorized agents who will be providing services for this project:

Name	License #	License Type
Brian C. Pohl	PE 60216	Licensed Professional Engineer
Mike Navarra	BN – 3977 CRC – 057614 SFP – 184 PX – 1865	Standard Inspector (Building) Residential Combination Inspector Certified Residential Contractor Residential Plans Examiner Standard Plans Examiner (Building)
Robert T. Hofferth	BN – 5373	Standard Building Inspector (Building) Commercial & Residential
Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739 PX –3758	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner
Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Building Inspector (Building) Commercial & Residential
Mark Criswell	BN – 4769 PX - 2448 BU - 1534	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing) Certified Building Code Administrator

As a private inspection service provider for this project, I have read and agree to be bound to the provisions of State Statute 553.791. I further agree and understand that only the above listed personnel may perform inspections on this project, and that if for any reason the inspection personnel should change, of if any person listed above should discontinue to qualify as a duly authorized agent, I will notify the Municipality having jurisdiction in writing immediately.

Signature of Private Provider,

Brian C. Pohl, P.E. # 60216

WORK AUTHORIZATION

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Estimated Project Construction Cost: N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Building Inspection	Actual Cost	$24,900.00
Total Fee Authorized:	**Not To Exceed**	**$24,900.00**

Funding Source: 00152401 503403

Estimated Time for Completion: Through 9/30/22

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Joyce A. Shanahan
City Manager

Date: 10/18/2021

ACCEPTED:
UNIVERSAL ENGINEERING SCIENCES, INC

By: _____
Brian C. Pohl, P.E.
Branch Manager

Date: 10/20/21

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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UNIVERSAL ENGINEERING SCIENCE, INC.
911 Beville Rd, Suite 3
South Daytona, FL 32119
386-756-1105 ~ Fax: 386-760-4067

October 1, 2021

Building Division Manager
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

Mr. Tom Griffith, CBO:

We are pleased to provide you with the rate sheet below for Private Provider Services through Universal Engineering Sciences:

PRIVATE PROVIDER RATES

CITY OF ORMOND BEACH		
UNIT NAME	**UOM**	**RATE**
Plan Review	Hour	63.00
Inspector – Standard Time	Hour	60.00
Inspector – Commercial Trades	Hour	60.00
Building Official	Hour	77.00

Should you have any questions, please do not hesitate to ask. Thank you!

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES

Brian C. Pohl, P.E.
P.E. Number 60216
Branch Manager

Mike Navarra
Mike Navarra, BN-3977
Private Provider Field Manager
(386) 527-1578 (cell)
mnavarra@universalengineering.com

Private Provider Inspector QualificationStatement

Private Provider Firm: Universal Engineering Sciences, Inc.
Private Provider Name: Brian C. Pohl, P.E.
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Robert Waldrop	BN – 4320	Standard Building Inspector (Building) Commercial & Residential
William A. Ruzycky	BN – 7594	Standard Building Inspector (Building) Commercial & Residential
Robert Marvel	BN – 4957	Standard Inspector (Building, Mechanical, Electrical & Plumbing) Commercial & Residential
Eric Reinertsen	BN – 6739 PX –3758	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner
Michael Leo Dove	BN – 6842	Standard Inspector (Building) Residential Combination Inspector
Sam David Thompson	BN – 7462	Standard Building Inspector (Building) Commercial & Residential
Mark Criswell	BN – 4769 PX - 2448 BU - 1534	Standard Inspector (Building) Residential Combination Inspector Standard Plans Examiner (Building, Mechanical, Electrical & Plumbing) Certified Building Code Administrator

As a private inspection service provider for this project, I have read and agree to be bound to the provisions of State Statute 553.791. I further agree and understand that only the above listed personnel may perform inspections on this project, and that if for any reason the inspection personnel should change, of if any person listed above should discontinue to qualify as a duly authorized agent, I will notify the Municipality having jurisdiction in writing immediately.

Signature of Private Provider,

Brian C. Pohl, P.E. # 60216

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: April 5, 2022

Subject: Additional Riverside Drive Road Closure Request for 2021 - 2022

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to authorize the closure of Riverside Drive on April 13, 2022 from 4:00 p.m. to 9:00 p.m. for the Calvary Christian Center event.

Background

Closing Riverside Drive requires City Commission approval. For the past several years, Riverside Drive has been closed for pedestrian safety for various community events. Attached is the approved item that came before the City Commission on September 8, 2021.

Budget Impact

There is no budget impact associated with these closures.

Citizen Impact

Closing Riverside Drive to vehicular traffic will improve the safety for pedestrians attending events in the area.

Recommendation

It is recommended that the City Commission authorizes closing Riverside Drive from Granada Boulevard to Casements Drive on April 13, 2022 from 4:00 p.m. to 9:00 p.m.

Attachments:

- Road Closures (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/28/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

CITY OF ORMOND BEACH

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

ATTACHMENT

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: September 8, 2021

Subject: Revised Road Closures for 2020-2021

Commission Goal: N/A

Introduction

This is a request for City Commission authorization for the revised closure schedule of Riverside Drive for various upcoming events.

Background

Due to the COVID-19 pandemic, special events continue to be reviewed on a case by case basis, with consideration given to CDC guidelines, social distancing, and state-wide direction. Approving this agenda item, as in years past, ensures both pedestrian and traffic safety should the events below occur.

Discussion

This item will authorize closures of Riverside Drive from Granada Boulevard to Casements Drive for any of the following events. Most events did not occur in the last year, as indicated by a strikethrough on such event. Two events have been rescheduled, the Celtic Festival and Ormond Beach LIVE!, and are highlighted with the new dates and times.

Event	Date	Times
~~Ormond Beach LIVE!~~	~~October 24, 2020~~	~~7:00 a.m. - 12:00 a.m. (midnight)~~
Halloween	October 31, 2020	5:00 p.m. - 11:00 p.m.
~~Riverfest (Ormond Beach MainStreet)~~	~~November 20, 2020 - November 22, 2020~~	~~5:00 p.m. - 8:00 p.m.~~
~~Gaslight Parade~~	~~November 27, 2020~~	~~5:00 p.m. - 8:00 p.m.~~
~~Christmas Gala (The Casements Guild)~~	~~December 4, 2020 - December 6, 2020~~	~~4:00 p.m. - 5:00 p.m.~~
~~Holidays at The Casements~~	~~December 17, 2020~~	~~4:00 p.m. - 10:00 p.m.~~

~~Taste of Ormond (Ormond Beach MainStreet)~~	~~February 28, 2021~~	~~8:00 a.m. - 12:00 a.m. (midnight)~~
~~Tomoka Marathon~~	~~March 20, 2021~~	~~4:00 a.m. - 4:00 p.m.~~
~~Celtic Festival (Ormond Beach MainStreet)~~	~~April 16, 2021 - April 18, 2021~~	~~8:00 a.m. - 10:00 p.m.~~
~~Jewish Heritage Festival~~	~~April 23, 2021 - April 25, 2021~~	~~4:00 p.m. - 9:00 p.m.~~
~~Art in the Park~~	~~April 30, 2021 - May 2, 2021~~	~~8:00 a.m. - 9:00 p.m.~~
~~Craft Beer Festival (Ormond Beach Main Street)~~	~~May 8, 2021~~	~~7:00 a.m. - 12:00 a.m. (midnight)~~
Memorial Day Rehearsal	May 29, 2021	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 31, 2021	6:00 a.m. - 2:00 p.m.
Celtic Festival (Ormond Beach MainStreet)	September 10, 2021 - September 12, 2021	7:00 a.m. - 11:00 p.m.
Ormond Beach LIVE!	September 25, 2021	5:00 a.m. - 12:00 a.m.

Budget Impact

There is no budget impact associated with these closures.

Citizen Impact

Closing Riverside Drive to vehicular traffic helps improve safety for pedestrians attending events in the area.

Recommendation

It is recommended that the City Commission authorize closing Riverside Drive from Granada Boulevard to Casements Drive in accordance with the revised schedule detailed above.

REVIEWED BY:

APPROVED BY: Joyce A. Shannahan, City Manager 9/2/2021

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: April 5, 2022

Subject: Approval of Travel by the City Commission

Commission Goal: Quality of Life - Other

Introduction

The City's travel policy requires prior approval by the City Commission for travel by the City Commission, the City Attorney, or the City Manager where lodging or travel by air are necessary.

Background

At the November 2, 2021 meeting, the City Commission approved the travel request of the City Commission, the City Manager, and the City Attorney for attending various conferences and events during the year. This is an additional travel request for the Police Unity Tour 2022 in Washington, D.C., on Thursday May 12-13, 2022, to support Police Chief Godfrey who is participating in the tour as a cyclist.

Discussion

The Police Unity Tour is held annually to raise awareness about law enforcement officers who have died in the line of duty. Participants are from law enforcement agencies across the country who cycle or ride motorcycles during the tour. Police Chief Jesse Godfrey will again be participating in the Unity Tour.

The Police Unity Tour is a three-day ride and participants will start riding on Tuesday, May 10 in Richmond, Virginia. Participants are scheduled to arrive on Thursday, May 12 between 2:00-4:00 pm at the National Law Enforcement Memorial in Washington, D.C. A candlelight vigil will be held on the National Mall on Friday, May 13, at 8:00 pm.

Approval will add this event to the list of authorized travel should there be interest in attending the ceremony welcoming of the cyclists to Washington D.C. and participating in the candlelight vigil to honor fallen police officers.

Budget Impact

Funding for travel expenses is available in the FY 2021-22 Fund 001 - General Fund Budget.

Citizen Impact

There will be no citizen impact.

Recommendation

It is respectfully requested the City Commission approve the additional request for travel for the Police Unity Tour 2022 in Washington, D.C.

REVIEWED BY:

Kelly McGuire, Finance Director 3/28/2022

Claire Whitley, Assistant City Manager 3/29/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/30/2022

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: April 5, 2022

Subject: 722 South Atlantic Avenue, Land Use Amendment

Commission Goal: Community Development - Other

Introduction

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a 0.35± acre property located at 722 South Atlantic Avenue, Volusia County parcel number 4223-10-02-0050, from "Low Density Residential" (LDR) to "Tourist Commercial" (TC). This request is to correct an inconsistency with the adopted zoning district of B-7 (Highway Tourist Commercial). The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity.

Background

The two properties located at 722 South Atlantic Avenue, are owned by Beach Variety LLC, a Florida limited liability company. The property at Volusia County parcel 4223-10-02-0050 is developed as a parking lot for the adjoining office use at 722 South Atlantic Avenue.

The subject property currently has a City Future Land Use Map designation of "Low Density Residential" (LDR) and has an adopted zoning district of B-7 (Highway Tourist Commercial). The property abuts developed commercial property to the east (720 South Atlantic Avenue, 722 South Atlantic Avenue and 730 South Atlantic Avenue) and north (712 South Atlantic Avenue). The properties to the west and south of the subject parcel are developed as residential properties.

The property was originally zoned R-3C (Single-Family Residence) per the 1957 Zoning Map. Upon research, staff found that the subject property was rezoned to C-5 as adopted on February 20, 1968. The C-5 zoning district was later renamed "B-7". Per the City of Ormond Beach Comprehensive Plan, adopted on May 6, 1980, the subject property was classified as "Low Density Residential" (LDR). The Future Land Use Map was never amended from "Low Density Residential" (LDR) to a compatible land use consistent with the B-7 (Highway Tourist Commercial) zoning district.

City staff met with the property owner to discuss potential options for the site through the Site Plan Review Committee (SPRC). Based on this meeting, staff identified the land use and zoning inconsistencies and proceeded with this land use amendment. Since the property's use of a parking lot is associated with the required parking for the office use at 722 S. Atlantic, staff believes a land use amendment to Tourist Commercial is consistent with the existing use and zoning designation of B-7 (Highway Tourist Commercial). There are no active site plans or concept plans for any development activity. The purpose of the land use amendment is to make the land use and zoning designation consistent.

In accordance with Future Land Use Policy 5.1.1 of the Ormond Beach Comprehensive Plan, the purpose of this land use amendment is to assign a compatible land use to the property based on the zoning designation of B-7 (Highway Tourist Commercial). If approved by the City Commission, the amendment will be submitted to the Volusia County Growth Management Commission for review and any comments. There is no zoning map amendment being proposed for the subject parcel because of the existing Commercial B-7 (Highway Tourist Commercial) zoning designation.

Discussion

The Planning Board reviewed the land use map amendment at the February 10, 2022 meeting and recommended approval with a 6-0 vote. There was one individual who sought to confirm the intent of the application. It was detailed that the application was solely to make the land use and the zoning of the property consistent. Any potential future development would require the review of the Site Plan Review Committee and a neighborhood meeting. There are no active site plan applications or concept plans on the existing parking lot. The Planning Board minutes are attached to this item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no citizen impact anticipated with this land use amendment. The application seeks to correct the land use and zoning inconsistencies and no development is proposed. Any potential future development would require a separate application and process including the review of the Site Plan Review Committee and a neighborhood meeting.

Recommendation

It is recommended the City Commission approve the Future Land Use Map amendment for 0.35± acres from the existing land use designation of "Low Density Residential" to "Tourist Commercial" for the subject property located at 722 S. Atlantic Avenue, Volusia County Parcel ID 4223-10-02-0050. If approved, City staff would transmit the land use amendment to the Volusia County Growth Management Commission (VGMC) and the State Department of Economic Opportunity (DEO).

Attachments:

- 22-06 722 S Atlantic Avenue - Land Use Amendment (P22-0021G) (PDF)
- Exhibit A Legal Description (PDF)
- Exhibit B, S_ATLANTIC_722_AMEND_FLU (PDF)
- 722 S Atlantic Ave LUPA PB Staff Report (PDF)
- 722 South Atlantic Avenue, Draft Planning Board minutes (PDF)
- Deed (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/7/2022

Claire Whitley, Assistant City Manager 3/10/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/15/2022

ORDINANCE NO. 2022-06

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.35± ACRES LOCATED AT 722 SOUTH ATLANTIC AVENUE, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL NUMBER 4223-10-02-0050, FROM "LOW DENSITY RESIDENTIAL" (LDR) TO "TOURIST COMMERCIAL" (TC); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Ordinance 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, Florida Statutes, and

WHEREAS, City staff has requested that a *Comprehensive Plan's* Future Land Use Map designation of a portion of one (1) parcel of real property totaling 0.35± acres located at 722 South Atlantic Avenue, Volusia County parcel number: 4223-10-02-0050 ("the Property"), as more particularly and legally described and depicted in Exhibit "A" attached hereto and incorporated herein, be changed from "Low Density Residential" (LDR) to "Tourist Commercial" (TC) as depicted on Exhibit "B" attached hereto and incorporated herein, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of ten (10) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, and only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, held a public hearing with due public notice and recommends approval of the proposed *Comprehensive Plan* Amendment, and

WHEREAS, the City Commission has conducted a public hearing on the proposed *Comprehensive Plan* amendment in accordance with Section 163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* in accordance with Section 163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with section 202.3 of the Charter of Volusia County, Florida, now therefore,

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

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

SECTION TWO. The future land use designation of the Property and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* is hereby changed from "Low

Density Residential" (LDR) to "Tourist Commercial" (TC), as described and depicted in Exhibit "B".

SECTION THREE. The Planning Director is directed to transmit a copy of this Ordinance, and the public hearing notice, within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with section 202.3 of the Charter of Volusia County, Florida; to the Florida Department of Economic Opportunity, and to any other person requesting a copy.

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

SECTION FIVE. Pursuant to section 163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be thirty-one (31) days after the adoption of this Ordinance (May 6, 2022); provided, however, that if a challenge is timely filed, this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act. Pursuant to section 202.3 of the Charter of Volusia County, Florida, this *Comprehensive Plan* amendment will become final upon a certification of consistency from the Volusia Growth Management Commission.

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

PASSED UPON at the second and final reading of the City Commission, this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CAROLL DAUDERIS
City Clerk

EXHIBIT "A"

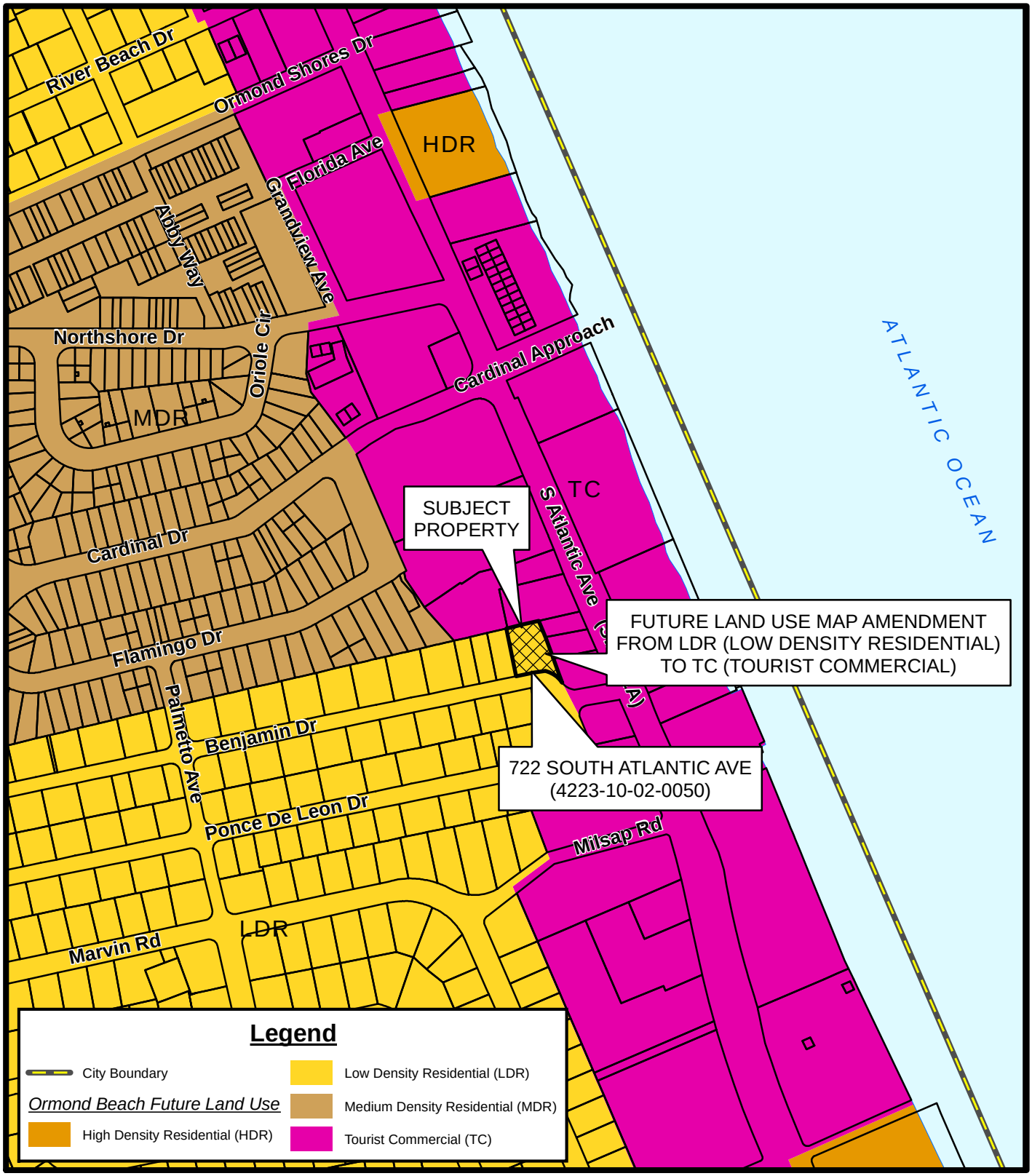
Legal Description
(From Warranty Deed at Book 8034, Page 1811)

23 14 32 LOTS 5 & 6 BLK 2 ROSEMONT MB 9 PG 109 PER OR 4182 PGS 3320- 3321 PER OR 8034 PG 1811

Location Map

PARCEL ID:	4223-10-02-0050
OWNER:	BEACH VARIETY LLC
ADDRESS:	722 SOUTH ATLANTIC AVENUE, ORMOND BEACH, FL 32174

EXHIBIT "B"



PROPOSED FUTURE LAND USE MAP
722 SOUTH ATLANTIC AVE
(4223-10-02-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 2, 2021

N
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STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: February 10, 2022

SUBJECT: 722 S. Atlantic Avenue, Parcel ID 4223-10-02-0050 – Small-Scale Land Use Map Amendment

APPLICANT: Administrative

NUMBER: LUPA 22-16

PROJECT PLANNER: Noel Eaton, Senior Planner

INTRODUCTION: This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.353-acre property located at 722 S. Atlantic Avenue, Parcel ID 4223-10-02-0050, from "Low Density Residential" (LDR) to "Tourist Commercial" (TC). This request is to correct an inconsistency with the adopted Zoning District of B-7 (Highway Tourist Commercial). The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity. The subject property is shown below in Exhibit 1:

Exhibit 1: Aerial of parcel ID 4223-10-02-0050:

BACKGROUND: The two properties located at 722 S. Atlantic Avenue, are owned by Beach Variety LLC, a Florida limited liability company. The property at parcel ID 4223-10-02-0050 is developed as a parking lot for the adjoining office use at 722 S. Atlantic Avenue.

The subject property currently has a City Future Land Use Map designation of Low Density Residential" (LDR) and has an adopted zoning district of B-7 (Highway Tourist Commercial). The property abuts developed commercial property to the east (720 S. Atlantic Avenue, 722 S. Atlantic Avenue and 730 S. Atlantic Avenue) and north (712 S. Atlantic Avenue). The properties to the west and south of the subject parcel are developed as residential properties.

The property was originally zoned R-3 C (Single-Family Residence) per the 1957 Zoning Map. Upon research, Staff found that the subject property was rezoned to C-5 as adopted on February 20, 1968. The C-5 zoning district was later renamed "B-7". Per the City of Ormond Beach Comprehensive Plan, adopted on May 6, 1980, the subject property was classified as "Low Density Residential" (LDR). The Future Land Use Map was never amended from "Low Density Residential" (LDR) to a compatible land use consistent with the B-7 (Highway Tourist Commercial) zoning district.

City staff met with the property owner to discuss potential development options for the site through the Site Plan Review Committee (SPRC). However, with the inconsistent land use and zoning designations, the property owner is unable to develop the site in any manner as it exists today. Since the property's use of a parking lot is associated with the required parking for the office use at 722 S. Atlantic, staff believes a land use amendment to Tourist Commercial is consistent with the existing use and zoning designation of B-7 (Highway Tourist Commercial). There are no active site plans or concept plans for any development activity. The purpose of the land use amendment is to make the land use and zoning designation consistent.

In accordance with Future Land Use Policy 5.1.1 of the Ormond Beach Comprehensive Plan, the purpose of this land use amendment is to assign a compatible land use to the property based on the zoning designation of B-7 (Highway Tourist Commercial). If approved by the City Commission, the amendment will be submitted to the Volusia County Growth Management Commission for review and any comments. There is no zoning map amendment being proposed for the subject parcel because of the existing commercial B-7 (Highway Tourist Commercial) zoning designation.

The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative land use amendment schedule:

Action/Board	Date
Planning Board	February 10, 2022
City Commission 1st Reading	March 22, 2022
City Commission 2nd Reading	April 5, 2022
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	April 8, 2022
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	April 8, 2022

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the existing "Low Density Residential" land use category:

The existing City land use of "Low Density Residential" states the following:

> Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.
>
> Density: up to 4.3 units per acre
>
> Maximum FAR: 0.2

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the proposed "Tourist Commercial" land use category:

> Purpose: A multi-use land use category to provide uses along the Atlantic Ocean, SR A1A and highway interchanges, that include transit availability, retail services, tourist attractions, restaurants, multi-family and lodging to visitors to the City. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.
>
> Density: Maximum: 32 units per acre.
>
> Maximum FAR: 1.5

ANALYSIS:

The proposed land use amendment is an administrative change that seeks to change the land use designation of the subject property from City of Ormond Beach "Low Density Residential" to the City of Ormond Beach "Tourist Commercial" on the future land use map, see Attachment 1.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed FLU amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

Goal 1 of the Future Land Use Element currently states,

> FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.
> THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND

MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SR A1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

Objective 1.2 Future Land Use Element	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.
POLICY 1.2.6. Future Land Use Element	New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.
POLICY 2.1.14. Future Land Use Element	The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.
GOAL 1. LAND USE Transportation Element	PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.
POLICY 1.5.2. Transportation Element	Development and redevelopment within designated TCEAs is exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

The subject property is developed as a parking lot that serves the office use at 722 South Atlantic Avenue. During meetings with the Site Plan Review Committee (SPRC) the error in the land use designation was discovered and the purpose of this amendment is correct the land use designation consistent with the existing use and assigned zoning of B-7 (Highway Tourist Commercial). Due to the small nature of the property and constraints within the Land Development Code, such as landscape buffers, building setbacks, parking requirements, and stormwater, staff believes the development potential is low. It is important to note that the land use amendment does not approve a specific development, but instead, the framework for future site development applications. Any future land development application would need to be reviewed by the city Site Plan Review Committee (SPRC). Planning staff concludes that the amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes:

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. **The proposed amendment involves a use of 50 acres or fewer.**

   The subject property is 0.353± acres (less than 50 acres).

b. **The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.**

   The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. **The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).**

   This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 3 below:

EXHIBIT 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classifications**
North	Commercial	TC "Tourist Commercial"	B-7 (Highway Tourist Commercial)
South	Residential	LDR "Low Density Residential"	R-3 (Single family medium density)
East	Commercial	TC "Tourist Commercial"	B-7 (Highway Tourist Commercial)
West	Residential	LDR "Low Density Residential"	R-3 (Single family medium density)

The subject property is located along Benjamin Drive and South Atlantic Avenue and abuts commercial and residential land uses. Based upon the development pattern along South Atlantic Ave, "Tourist Commercial" is an appropriate land use designation. The goal was to provide a land use consistent with the assigned B-7 (Highway Tourist Commercial) zoning and the land use pattern along S. Atlantic Avenue. Table 2-2, Future Land Use Map Designations and Compatible Zoning Districts, of the Land Development Code provides a compatibility matrix and the "Tourist Commercial" land use is compatible to the B-7 (Highway Tourist Commercial) zoning designation.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. This analysis is based on a total area of 0.353 acres. It should be noted that the land area has restrictions with the zoning standards that would impact the maximum development scenario.

EXHIBIT 4: Impact analysis:

Parcel size:	.353 acres

Allowed entitlements	Existing LDR land use	Proposed TC land use
Maximum density (residential) per acre	4.3	32
Maximum floor area ratio (commercial or institutional)	0.2	1.5

Existing Land Use	Acreage	Maximum Theoretical Density	Maximum Theoretical Square Footage
Existing "LDR"	15,388 square feet or 0.353 acres	1.5	3,077 square feet
Proposed Land Use	**Acreage**	**Maximum Theoretical Density**	**Maximum Theoretical Square Footage**
Proposed "Tourist Commercial"	15,388 square feet or 0.353 acres	11.29	23,082 square feet
Changes in maximum density:		**+9.79**	
Changes in FAR:		**+20,005 square feet**	

Water and Sewer: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing wastewater treatment plant is currently permitted for a rated capacity of 8 MGD for wastewater influent flow from the sanitary sewer collection system. The proposed water and sewer impact of a maximum development scenario would be as follows:

EXHIBIT 5: Water and sewer impacts analysis:

Current	Maximum Square Footage Allowed	Maximum Water Usage (1)	Maximum Sewer Usage (2)
Existing "LDR"	3,077	461	461
Proposed "Tourist Commercial"	23,082	3,462	3,462
Totals:	**+20,005**	**+3,001**	**+3,001**
Notes: (1) & (2) Commercial flow estimates per 150 gallons per day per 1,000 square feet			

The theoretical impact would be an increase of 3,001 gallons of water and sewer per day. The existing property is developed as a parking lot. Based on the small nature of the property and constraints within the Land Development Code, such as building setbacks, landscape buffers, parking requirements, and stormwater, staff does not believe that the maximum development scenario can occur on this property. Even with the maximum theoretical impact, there is adequate water and sewer capacity for the land use amendment. If future redevelopment did occur, it would be subject to review of water and sewer concurrency under the review of the Site Plan Review Committee (SPRC).

Traffic:

Below is a summary of the theoretical maximum impacts of the current and proposed land uses:

EXHIBIT 6: Traffic impact analysis:

Current	Maximum Square Footage Allowed	Maximum Trip Generation (1)
Existing "LDR"	3,077	147
Proposed "Tourist Commercial"	23,082	871
Net Impact	**+20,005**	**+725**
Note: (1) Maximum trip generation of 47.62 per 1,000 SF (Daycare, ITE rate, 10th edition, #565)		
Note: (2) Analysis uses the maximum trip generation of 37.5 per 1,000 SF (Shopping Center ITE rate, 10th edition, #820)		

The theoretical impact would be an increase of 725 average daily trips. As stated previously, based on the small nature of the property and constraints within the Land Development Code including landscape buffers, parking requirements, and stormwater, staff does not believe that the maximum development scenario can occur

on this property. Per Policy 1.5.2. of the Transportation Element of the Comprehensive Plan, the property is located within a Transportation Concurrency Exception Area and traditional concurrency would not apply.

Stormwater Management: Any site development would require a stormwater management system.

Solid Waste: Solid waste provision would be addressed at time of site development.

Schools: School concurrency is required for subdivisions greater than 10 units. The net residential increase is 9 residential units. The "Tourist Commercial" was sought to be consistent with the B-7 (Highway Tourist Commercial) zoning designation. The B-7 zoning district does not allow single-family residential uses. No school concurrency is required based on the maximum development potential being under 10 units.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities. The recreation level of service would continue to be met with the proposed land use classifications.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is adequate infrastructure to support the amendment to the "Tourist Commercial" land use.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The property is on the west side of South Atlantic Avenue in Ormond Beach. As stated previously, based on the small nature of the property and constraints within the Land Development Code, such as building setbacks, landscape buffers, parking requirements, and stormwater, staff does not believe that the proposed map amendment will have impact to surrounding jurisdictions.

Conclusion:

Staff supports the land use amendment from City of Ormond Beach "Low Density Residential" to city land use of "Tourist Commercial". The small-scale land use map amendment is an administrative amendment required to assign a compatible City Future Land Use Map designation to the subject parcel which is developed as a parking lot. Staff believes that the Ormond Beach "Tourist Commercial" land use category is appropriate for the following reasons:

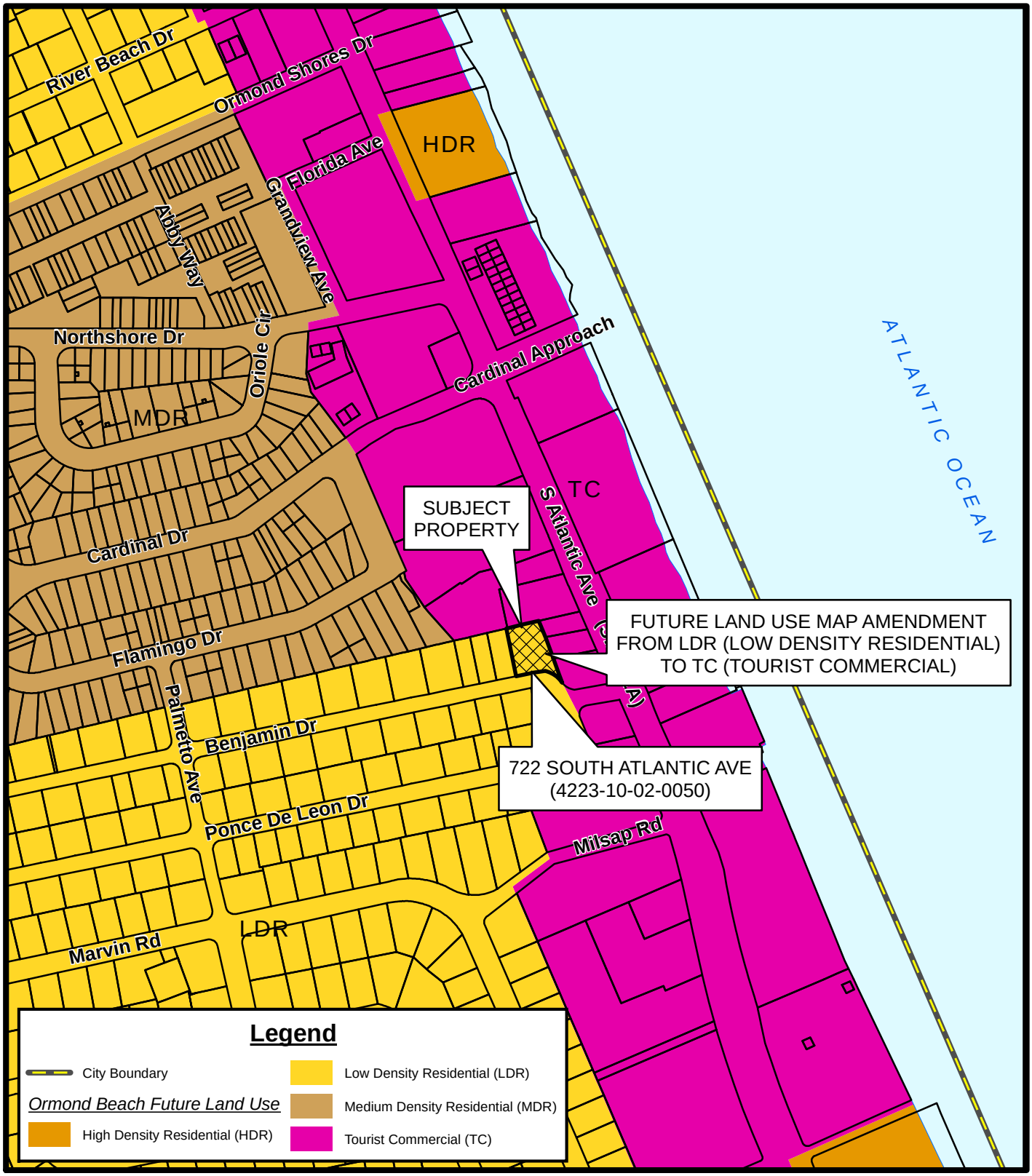
1. The amendment meets the Goals, Objectives, and Policies of the City's Comprehensive Plan;
2. The amendment meets the requirements established in the Florida Statutes;
3. The proposed land use is an appropriate use of land;
4. There is adequate infrastructure to serve the proposed land use; and
5. The proposed land use will not impact surrounding jurisdictions.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for 0.353± acres from the existing land use designation of "Low Density Residential" to "Tourist Commercial" for the subject property located at 722 S. Atlantic Avenue, Volusia County Parcel ID 4223-10-02-0050.

Attachments:

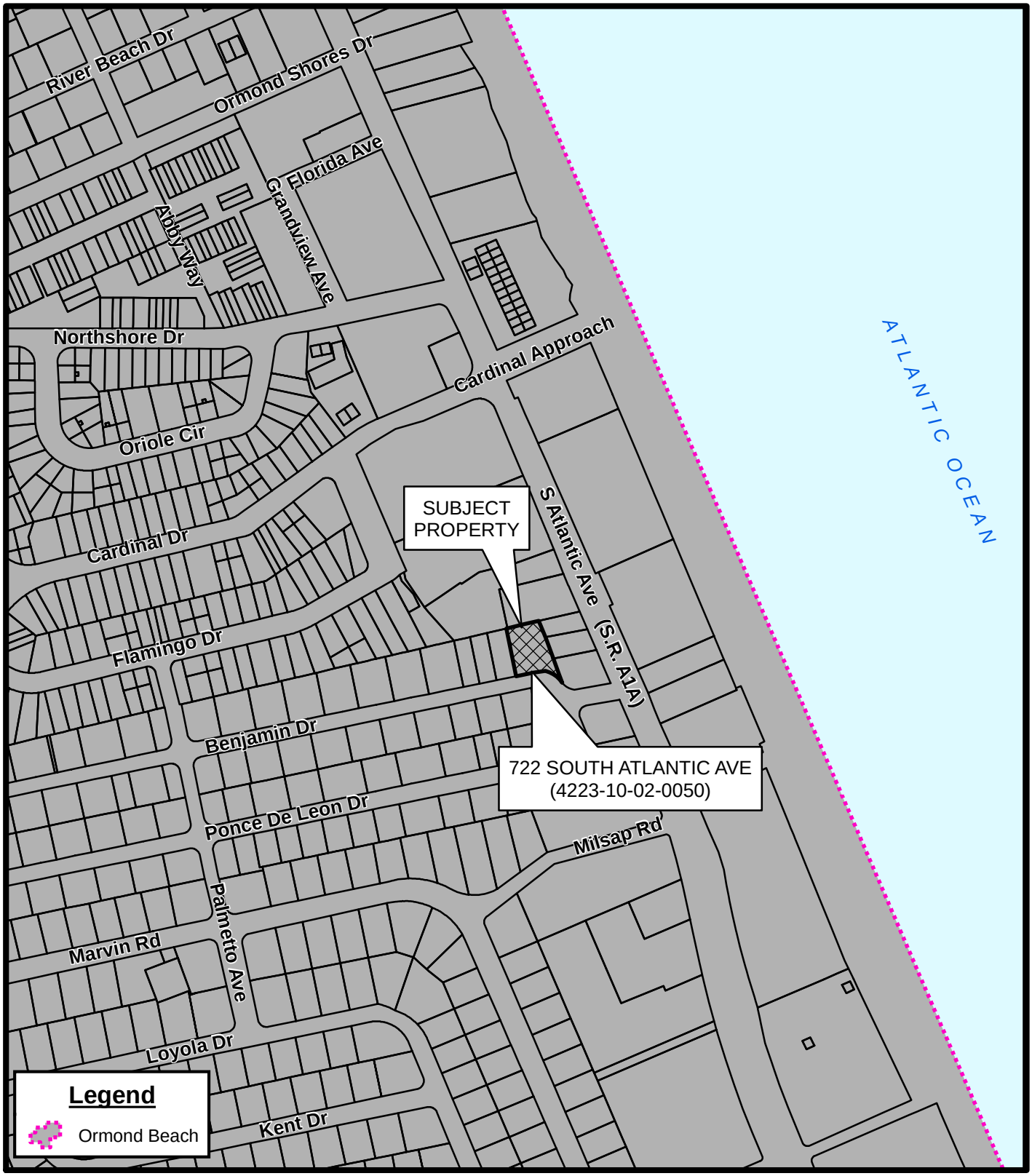
Exhibit 1: Proposed land use map and location map
Exhibit 2: Section 2-02 of the Land Development Code



PROPOSED FUTURE LAND USE MAP
722 SOUTH ATLANTIC AVE
(4223-10-02-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 2, 2021

N.T.S.



LOCATION MAP
722 SOUTH ATLANTIC AVE
(4223-10-02-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 2, 2021

N.T.S.

Exhibit 2

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	PMUD, Planned Mixed Use Development
Recreation Open Space And Conservation	SE, Special Environmental
REA, Rural Estate/Agriculture	REA, Rural Estate Agriculture
RR, Rural Residential	RR, Rural Residential
SLDR, Suburban Low Density Residential	SR, Suburban Residential
	PRD, Planned Residential Development
LDR, Low Density Residential	R-1, Residential Estate
	R-2, Single-Family Low Density
	R-2.5, Single-Family Low-Medium Density
	R-3, Single-Family Medium Density
	PRD, Planned Residential Development
MDR, Medium Density Residential	R-3, Single-Family Medium Density

	NP, Neighborhood Preservation
	R-4, Single-Family Cluster and Townhouse
	R-5, Multifamily Medium Density
	R-6, Multifamily Medium-High Density
	T-1, Manufactured/Mobile Home
	T-2, Manufactured Home
PRD, Planned Residential Development	
HDR, High Density Residential	T-1, Manufactured/Mobile Home
	R-6, Multifamily Medium-High Density
	PRD, Planned Residential Development
ROR, Residential, Office, Retail	B-1, Professional Office/Hospital
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development
General Commercial	B-2, Neighborhood Commercial
	B-3, Reserved
	B-4, Central Business

	B-8, Commercial
	PBD, Planned Business Development
Tourist Commercial	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	PRD, Planned Residential Development
	PBD, Planned Business Development
Low Intensity Commercial	B-1, Professional Office—Hospital
	B-4, Central Business
	B-5, Service Commercial
	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	B-8, Commercial
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development
Heavy Intensity Commercial	B-5, Service Commercial
	PBD, Planned Business Development
Industrial/Utilities	I-1, Light Industrial

	I-2, Reserved
	PID, Planned Industrial Development

(Ord. No. 2011-17, § 1, 7-5-2011; Ord. No. 2015-11, § 1, 4-7-2015; Ord. No. 2015-16, § 2, 4-21-2015)

Draft Planning Board minutes February 10, 2022

722 South Atlantic Avenue, Small Scale Land Use Map Amendment

DRAFT

A. <u>LUPA 2022-015: 722 S. Atlantic Avenue, Small Scale Land Use Map Amendment</u>

Ms. Noel Eaton, Senior Planner, explained that LUPA 2022-015 is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.353-acre property located at 722 S. Atlantic Avenue, Parcel ID 4223-10-02-0050, from "Low Density Residential" (LDR) to "Tourist Commercial" (TC). This request is to correct an inconsistency with the adopted Zoning District of B-7 (Highway Tourist Commercial). She explained the property was originally zoned R-3C in 1957, and the property was rezoned to C-5 in 1968 and then the C-5 zoning district was later renamed B-7. The 1980 Comprehensive Plan classified the property at "Low Density Residential" (LDR). Ms. Eaton added that the Future Land Use Map was never amended from LDR to a compatible land use with the B-7 (Highway Tourist Commercial) zoning district, which is what is being discussed tonight.

Ms. Eaton stated that city staff met with the property owner to discuss potential development options for the site through the Site Plan Review Committee (SPRC), however since the property's use of a parking lot is associated with the required parking for the office use at 722 S. Atlantic Avenue, staff believes a land use amendment "Tourist Commercial" is consistent with the existing use and zoning designations of B-7 (Highway Tourist Commercial). She continued that there are no active site plans or concept plans for any development activity. The purpose of the land use amendment is to make the land use and zoning designation consistent.

Ms. Eaton noted that the property abuts developed commercial property to the east and north. The properties to the west and south of the subject parcel are developed as residential properties. Planning staff is also processing a separate administrative amendment to the zoning map for the four residential properties to the west which also have an inconsistent land use and residential and commercial zoning B-7. Ms. Eaton concluded that staff recommends that the Planning Board approve the Future Land Use Map amendment to change the land use for ±0.353 acres from the existing land use designation of "Low Density Residential" (LDR) to "Tourist Commercial (TC) for 722 S. Atlantic Avenue. The tentative City Commission dates are March 22, 2022 for first reading and April 5, 2022 for second reading.

Mr. Jorczak asked if changes the tax status of the properties. Ms. Eaton replied no, that it does not change the use of the property, just the land use.

Mr. Briley asked for clarification if the only reason that it is being done is for the consistency between the zoning and the land use. Ms. Eaton confirmed he was correct and added that it is a residential land use in the density and commercial zoning.

Ms. Shull asked how this inconsistency is noticed or red flagged. Ms. Eaton explained that it was brought to staffs attention at the Site Plan Review Committee (SPRC) meeting where the applicant (owner of this property) was looking at the land use and the zoning and to see what can be done with the property today. Based on the use of the parking lot being acquired for the 722 S. Atlantic Avenue use, it was determined to change the land use to be consistent with the zoning. Ms. Eaton continued that in 1968 the area was rezoned to C-5 and then later to B-7 and the other residential properties were changed back to residential and this property stayed commercial.

Mr. Briley asked if the parking lot serves the commercial buildings on A1A. Ms. Eaton answered that it serves the 722 S. Atlantic Avenue office building.

Mr. Galloway commented that there has always been an imaginary line that separates the commercial properties from the residential properties and inquired how the neighborhood was allowed to encroach as much as it has. Mr. Briley replied that is outside of Ellinor Village. Mr. Galloway expressed it that it seemed like it is a cleanup of a mess up. Ms. Eaton confirmed he was correct.

There was Board discussion and question about the Future Land Use Map displayed overhead. Ms. Eaton explained that the map is showing what the land use area is today and the proposed amendment.

Chairman Thomas opened up the public hearing for comments.

Audience Comments

Ms. Donna Danver, 224 Benjamin Drive, commented that the parking lot is not being used for anything and questioned the inconsistency of the area. Mr. Briley noted that the idea is to make the zoning and the land use the same. She expressed her concern with it all being one property, the parking lot and the building, and with what the zoning change allows since it is right across from her property.

Mr. Briley asked if the applicant needs the parking lot to meet the parking requirement for the business. Mr. Spraker replied that is correct and added that there are two separate applications and sees the two public hearing items being intermingled. The first item is for the parking lot that is attached to 722 S. Atlantic Avenue. The change is due to an incorrect land use. Mr. Spraker stated that the zoning is already B-7 and staff is trying to change the land use to be consistent with the zoning based on the parking lot use. At this time the applicant cannot do anything to the parking lot because they need it for the parking for the principal building. If they ever were to do anything, they would have to go through SPRC and a neighborhood meeting and provide buffer requirements and a wall. He explained that there are steps if that were to be developed in the future. Right now there is no development plan. Mr. Spraker commented that staff is trying to clean up and make the land use and zoning consistent.

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Ms. Tolland asked Mr. Spraker to explain what the B-7 zoning district allows. Mr. Spraker stated that it is a commercial zoning district and is allowed mostly on A1A and allows retail, office, restaurant, and personal service. He explained that in order to develop the uses, adequate size is needed for parking, stormwater, and landscaping. He reiterated that this is not what is being done today. The application today seeks to change the colors are changing on the map for consistency.

Ms. Danver, 224 Benjamin Drive, commented that it is a large parking lot that is not used at all. She added that there is a Prudential building, 730 S. Atlantic Avenue, on the end, that only has six to eight parking spaces and 722 S. Atlantic Avenue is about 4,500 square feet and needs parking. Ms. Danver expressed concern with the term 'personal use or personal services' allowed in the commercial zoning district as she fears it can turn into a massage parlor right across from her property.

Mr. Briley inquired about the 722 S. Atlantic Avenue property and its size and if the applicant wants to use it to its fullest extent he would need the other parking. Mr. Spraker replied that Mr. Briley is correct and that with 4,500 square feet, the parking calculation is one parking space for every 200 square feet, which equals 23 spaces needed. Mr. Spraker expressed uncertainty with whether or not the building is being leased to its fullest capacity but it does not sound like he is allowing other businesses share parking. If in the future there is development or redevelopment, it would go through a separate process through the SPRC and through a neighborhood meeting. Mr. Spraker offered to take contact information from anyone interested in notifications for future applications.

Ms. Shull motioned to approve LUPA 2022-015: 722 S. Atlantic Avenue, Small Scale Land Use Map Amendment. Ms. Tolland seconded it. Vote was called, and the motion was approved (6-0).

DRAFT

This Instrument Prepared By:
Wright & Casey, P.A.
Attorneys at Law
340 North Causeway
New Smyrna Beach, FL 32169

WARRANTY DEED

This Warranty Deed made this 16 day of **April, 2021, by and between**

FELIX N. ALVAREZ and CARIDAD C. ALVAREZ, husband and wife, grantor,
whose post office address is **58 Concord Drive, Ormond Beach, FL 32176**, and

BEACH VARIETY, LLC, a Florida Limited Liability Company, grantee,
whose post office address is **722 South Atlantic Avenue, Ormond Beach, FL 32176**:
(Whenever used herein the terms "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, trusts and trustees)

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:

Lots 3, 5 and 6 and the Southerly 10 feet of Lot 4, Block 2, ROSEMONT, according to the map or plat thereof as recorded in Plat Book 9, Page 109, Public Records of Volusia County, Florida.

Parcel Identification Numbers: 4223-10-02-0030 amd 4223-10-02-0050

Subject to covenants, conditions, restrictions, easements, and limitations of record, if any.

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, 2020**.

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:

Grantor:

First Witness (as to both Grantors)
Printed Name: Alejandra Fealy

Second Witness (as to both Grantors)
Printed Name: Peter Prevost

[SEAL]
FELIX N. ALVAREZ

[SEAL]
CARIDAD C. ALVAREZ

State of Florida; County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 16 day of April, 2021, by FELIX N. ALVAREZ and CARIDAD C. ALVAREZ, husband and wife, who [_]are personally known or [✓]have each produced a FL Drivers license driver's license as identification.

[Notary Seal]

ALEJANDRA FEALY
MY COMMISSION # GG 223023
EXPIRES: June 10, 2022
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name:

My Commission Expires:

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: April 5, 2022

Subject: 215, 225, 229 and 233 Benjamin Drive Zoning Map Amendments

Commission Goal: Community Development - Other

Introduction

This is an administrative request for a zoning map amendment from the existing zoning classification of City B-7 (Highway Tourist Commercial) to City of Ormond Beach R-3 (Single-Family Medium Density) of (1) 215 Benjamin Drive, (2) 225 Benjamin Drive, (3) 229 Benjamin Drive, and (4) 233 Benjamin Drive totaling 0.64± acres. The property at 215 Benjamin Drive has half of the property (lot 10, block 2 of the Rosemont subdivision) that already has the R-3 (Single-Family Medium Density) zoning designation.

Background

The four (4) properties have a land use designation of “Low Density Residential” on the City’s Future Land Use Map and a zoning designation of B-7 (Highway Tourist Commercial) on the zoning map. There is an inconsistency between the low-density residential land use and the commercial zoning. The properties are currently developed as single-family homes. Staff discovered the inconsistency while the abutting parking lot at 722 South Atlantic Avenue was discussed during a Site Plan Review Committee meeting.

The purpose of the administrative amendment is to make the zoning designation consistent with the land use of “Low Density Residential”. Based upon the residential uses of the properties and the abutting R-3 (Single-Family Medium Density), staff is recommending the R-3 zoning district. Planning staff was contacted by the property owner at 233 Benjamin Drive who stated he has a non-conforming multi-family use on the property and inquired how the amendment would impact the property. The non-conforming use can continue until it is destroyed by more than 50% or the property owner themselves change the use. The zoning map amendment is to correct the inconsistency with the land use and would not impact the non-conforming use of the property at 233 Benjamin Drive. The existing multi-family use would be non-conforming

within the B-7 zoning designation with a land use amendment to “Tourist Commercial” based on the conditional use criteria. There is no site redevelopment proposed for the subject properties associated with this rezoning. The proposed zoning map amendments are seeking to correct the inconsistent zoning district currently designated.

Discussion

The Planning Board reviewed the zoning map amendment at the February 10, 2022 meeting and recommended approval with a 6-0 vote. There was one individual who sought to confirm the intent of the application. It was detailed that the application was solely to make the land use and the zoning of the property consistent. The Planning Board minutes are attached to this packet item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

There is no citizen impact anticipated with this zoning map amendment. The application seeks to correct the land use and zoning inconsistencies and no development is proposed.

Recommendation

It is recommended the City Commission approve the zoning map amendment for four (4) properties totaling 0.64± acres from the existing zoning map designation B-7 (Highway Tourist Commercial) to (Single-Family Medium Density), consistent with the “Low Density Residential” Future Land Use for the properties at:

1. 215 Benjamin Drive (Volusia County parcel #4223-10-02-0100), 0.16± acres. Note that half of the property, 0.16± (lot 10, block 2 of the Rosemont subdivision) that already has the R-3 (Single-Family Medium Density) zoning designation;
2. 225 Benjamin Drive (Volusia County parcel #4223-10-02-0090), 0.16± acres;
3. 229 Benjamin Drive (Volusia County parcel #4223-10-02-0080), 0.16± acres; and
4. 233 Benjamin Drive (Volusia County parcel #4223-10-02-0070), 0.16± acres.

Attachments:

- 22 -07 Benjamin Drive Zoning Map Amendments (P22-0022G)(PDF)
- Exhibit A- Legal Description, Benjamin Drive (DOCX)
- Exhibit B, BENJAMIN_215thru233_AMEND_ZONING (PDF)
- Benjamin Drive rezonings, Draft Planning Board minutes (PDF)
- 215_225_229_233 Benjamin Dr Zoning Map Amendment PB Staff Report pkg (PDF)
- 215 Benajamin - Deed (PDF)

- 225 Benjamin - Deed (PDF)
- 229 Benjamin - Deed (PDF)
- 233 Benjamin - Deed (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/7/2022

Claire Whitley, Assistant City Manager 3/10/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/15/2022

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTIES TOTALING 0.64± ACRES LOCATED AT 215 BENJAMIN DRIVE, 225 BENJAMIN DRIVE, 229 BENJAMIN DRIVE, AND 233 BENJAMIN DRIVE FROM B-7 (HIGHWAY TOURIST COMMERCIAL) TO ORMOND BEACH R-3 (SINGLE-FAMILY MEDIUM DENSITY), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach has initiated this Ordinance which rezones those specific parcels of privately-owned real properties located at 215 Benjamin Drive, 225 Benjamin Drive, 229 Benjamin Drive, and 233 Benjamin Drive ("the Properties"), described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, the Properties to be rezoned consist of 0.64± acres of real property and have a present zoning classification of B-7 (Highway Tourist Commercial), and

WHEREAS, the said Properties involve less than ten (10) contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)1, *Florida Statues*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezonings to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

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

SECTION ONE. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, which is part of the said *Land Development Code*, to change the real properties, described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, from the present zoning classification zoned B-7 (Highway Tourist Commercial) to R-3 (Single-Family Medium Density).

SECTION TWO. The properties hereby rezoned consist of 0.64± acres at 215 Benjamin Drive, 225 Benjamin Drive, 229 Benjamin Drive, and 233 Benjamin Drive.

SECTION THREE. The City Commission does hereby approve, authorize and direct the revision of the City's Official Zoning Map to show the classification for the area as hereby zoned as depicted in Exhibit "B" attached hereto and incorporated herein by reference.

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

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

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

PASSED UPON at the second and final reading of the City Commission, this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

Legal Description

215 Benjamin Drive, Volusia County parcel number 4223-10-02-0100
(From Warranty Deed, Book 7712, Page 4315)

LOTS 10 AND 11, BLOCK 2, ROSEMONT, ACCORDING TO THE PLAT THEREOFAS RECORDED IN MAP BOOK 9, PAGE 109, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
Note: Lot 10 has an existing zoning designation of R-3 (Single-Family Medium Density)

225 Benjamin Drive, Volusia County parcel number 4223-10-02-0090
(From Warranty Deed, Book 6959, Page 425)

Lot 9, Block 2, ROSEMONT, a subdivision in Ormond Beach, according to map in Map Book 9, page 109, Public Records of Volusia County, Florida.

229 Benjamin Drive, Volusia County parcel number 4223-10-02-0080
(From Warranty Deed, Book 7398, Page 4825)

Lot 8, Block 2, Rosemont, according to the map or plat thereof, as recorded in Map Book 9, Page 109, of the Public Records of Volusia County, Florida.

233 Benjamin Drive, Volusia County parcel number 4223-10-02-0070
(From Warranty Deed, Book 6254, Page 2625)

Lot 7, Block 2, Rosemont Inc Per OR 4587 PG 1958 Public Records of Volusia County, Florida.

Location Map

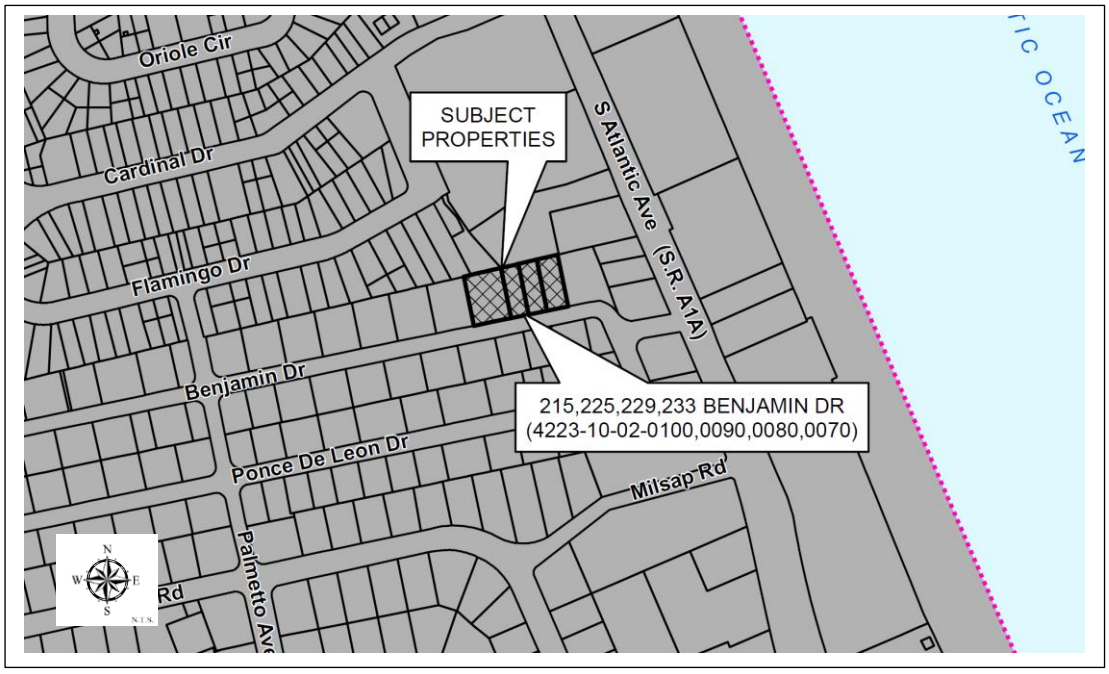
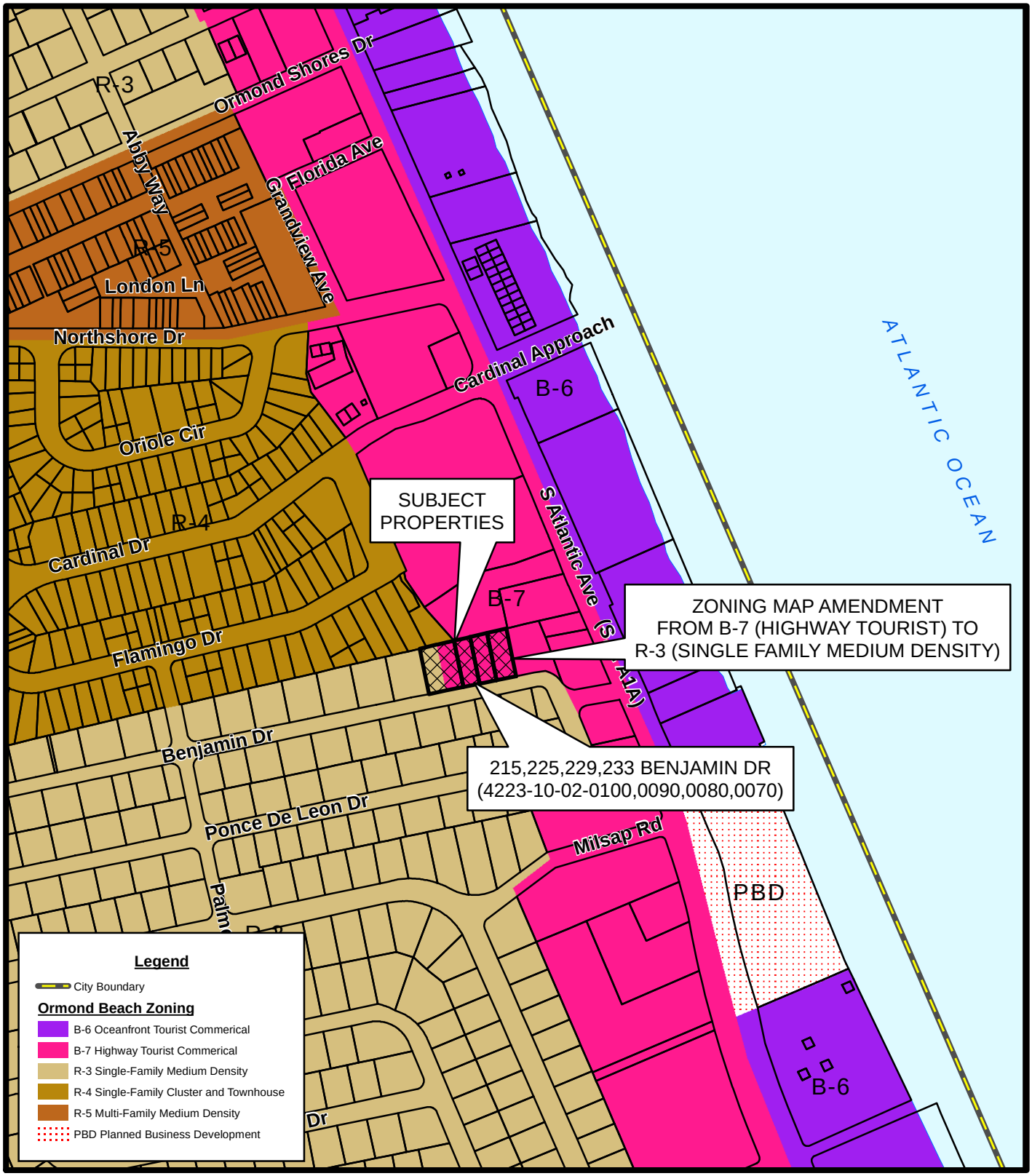


EXHIBIT "B"



PROPOSED ZONING MAP
215, 225, 229, 233 BENJAMIN DR
(4223-10-02-0100, 0090, 0080, 0070)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 2, 2021

N.T.S.

Draft Planning Board minutes February 10, 2022

215, 225, 229, and 233 Benjamin Drive Zoning Map Amendments

DRAFT

B. RZ 2022-016: 215, 225, 229, and 233 Benjamin Drive Zoning Map Amendment

Ms. Noel Eaton, Senior Planner, stated that RZ 2022-016 is a city-initiated request to amend the City's Official Zoning Map from the existing zoning classification of City B-7 (Highway Tourist Commercial) to R-3 (Single-Family Medium Density) zoning for the four properties located at 215, 225, 229, and 233 Benjamin Drive. She explained that the zoning map amendments are to correct an inconsistency with the adopted Future Land Use classification of "Low Density Residential" (LDR). Ms. Eaton reiterated the history behind it, how the properties were rezoned to C-5 in 1968 and then the C-5 zoning district was later renamed B-7. Per the 1980 Comprehensive Plan, the subject properties were classified as "Low Density Residential" (LDR). The Future Land Use Map was never amended from "Low Density Residential" (LDR) to a compatible land use consistent with the B-7 zoning district. There are no site redevelopments proposed for the subject propertied associated with this rezoning. Ms. Eaton continued that the administrative request to amend the Zoning Map from the B-7 to R-3 is to correct the inconsistency with the Future Land Use designation of "Low Density Residential".

Ms. Eaton apprised the Board that staff received a call this afternoon from the property owner at 233 Benjamin Drive who stated that he has a nonconforming multi-family use on the property and inquired how the amendment would impact him. The nonconforming use can continue until it is destroyed by more than 50 percent, or the property owners themselves change the use. Again, the zoning map amendment is to correct the inconsistency with the land use and would not impact the nonconforming use. Ms. Eaton concluded that it is recommended that the Planning Board recommend approval to the City Commission of the administrative request to amend the Official Zoning Map to change the zoning classification of 215, 225, 229, and 233 Benjamin Drive from City B-7 (Highway Tourist Commercial) to R-3 (Single-Family Medium Density), consistent with the "Low Density Residential" Future Land Use classification. Tentative City Commission dates are March 22, 2022 for first reading and April 5, 2022 for second reading.

Ms. Tolland asked if the property owner at 233 Benjamin Drive sells his property if the multi-family use is null and void. Ms. Eaton stated that the use can continue with ownership unless there is a natural disaster and it is destroyed by more than 50 percent or if a new property owner comes in and is interested in it being a single-family home. Once the conversion

occurs it would no longer be allowed. It was confirmed that it can be different owners with the same use.

Mr. Briley commented that it is a no-brainer and expressed how some things can be overlooked understandably. It makes sense for it to be R-3, because that is what it already is.

There was additional Board discussion on the status of the nonconforming property at 233 Benjamin Drive. Mr. Galloway added that if the property were vacant for six (6) months or longer, the non-conforming use could not be re-established.

Chairman Thomas asked Ms. Danver if she was okay with the discussion explanation.

Ms. Danver, 224 Benjamin Drive, stated that she does not have a problem with it, and commented that 215 and 225 Benjamin Drive are directly across the street from 233 Benjamin Drive which abuts the parking lot. Ms. Danver questioned why the properties were being assign a medium density land use.

Mr. Spraker responded that the R-3 (Single-Family Medium Density) zoning designation existed in the area and there was not another lower residential zoning classification in this area.

Ms. Shull motioned to approve RZ 2022-016: 215, 225, 229, and 233 Benjamin Drive Zoning Map Amendment. Ms. Briley seconded it. Vote was called, and the motion was approved (6-0).

DRAFT

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: February 10, 2022

SUBJECT: 215, 225, 229, and 233 Benjamin Drive
Amendment to Official Zoning Map

APPLICANT: Administrative

NUMBER: RZ22-016

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION:

This is a city-initiated request to amend the City's Official Zoning Map from the existing zoning classification of City B-7 (Highway Tourist Commercial) to City of Ormond Beach R-3 (Residential Medium Density) for the four following properties:

Property Location	Parcel ID Number	Existing City Zoning	Proposed City Zoning	Acreage per Plat
215 Benjamin Dr.	4223-10-02-0100	B-7 (Highway Tourist Commercial)	R-3 (Residential Medium Density)	±0.310
225 Benjamin Dr.	4223-10-02-0090	B-7 (Highway Tourist Commercial)	R-3 (Residential Medium Density)	±0.157
229 Benjamin Dr.	4223-10-02-0080	B-7 (Highway Tourist commercial)	R-3 (Residential Medium Density)	±0.159
233 Benjamin Dr.	4223-10-02-0070	B-7 (Highway Tourist Commercial)	R-3 (Residential Medium Density)	±0.161

The Zoning Map Amendments are to correct an inconsistency with the adopted Future Land Use classification of "Low Density Residential" (LDR).

BACKGROUND:

The properties located at 215, 225, 229, 233 Benjamin Drive were originally zoned R-3C (Single-Family Residence) per the 1957 Zoning Map. Upon research, Staff found that the subject properties were rezoned to C-5 as adopted on February 20, 1968. The C-5 zoning district was later renamed "B-7". Per the City of Ormond Beach Comprehensive Plan, adopted on May 6, 1980, the subject properties were classified as "Low Density Residential" (LDR). The Future Land Use Map was never amended from "Low Density Residential" (LDR) to a compatible land use consistent with the B-7 zoning district.

The properties are currently developed as single-family homes. There are no site redevelopments proposed for the subject properties associated with this rezoning. The proposed zoning map amendments are basically housekeeping items to correct the inconsistent zoning district currently designated. Subsequent to Planning Board review, the rezoning will be reviewed by the City Commission for final action.

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-18 D.3. of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-18.E. of the Land Development Code which are analyzed below:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare, or quality of life.**

   No redevelopment of the single-family homes is proposed at this time and the request is based on a need to correct the inconsistent City zoning designation. The zoning map amendment will not adversely affect public health, safety, welfare, or the quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The current Zoning District of B-7 (Highway Tourist Commercial) is not consistent with the Comprehensive Plan. The proposed amendments to R-3 will correct the inconsistency.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   This proposed zoning map amendment will not have an impact on adjacent properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

8. **The proposed development provides for the safety of occupants and visitors**.

   There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no redevelopment proposed so the criterion is not applicable. The proposed amendments are to correct the Comprehensive Plan inconsistency.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

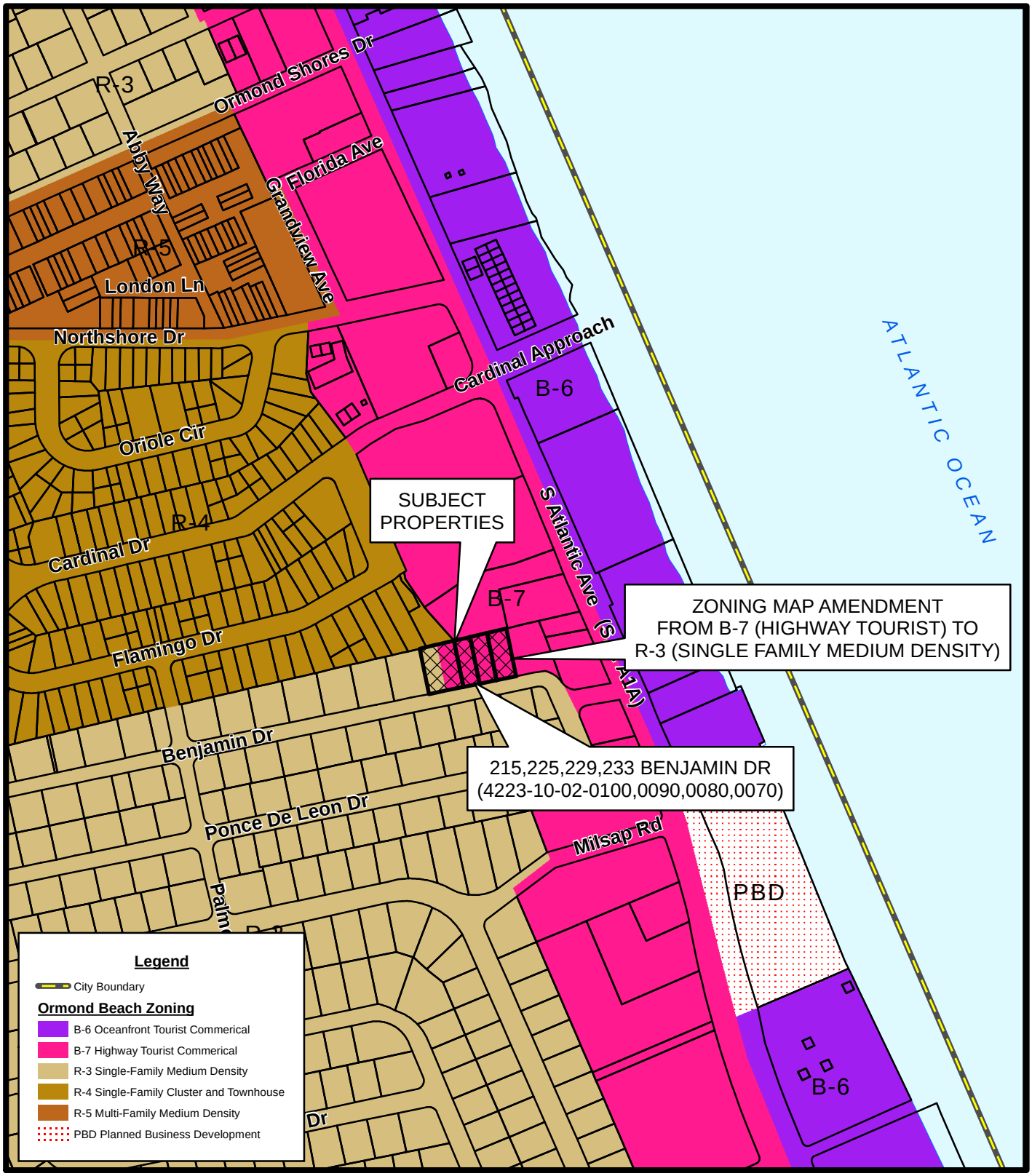
Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The proposed rezoning is to correct the existing inconsistency of City B-7 (Highway Tourist Commercial) to City of Ormond Beach R-3 (Residential Medium Density).

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission of the administrative request to amend the Official Zoning Map to change the zoning classification of 215, 225, 229, and 233 Benjamin Drive from City B-7 (Highway Tourist Commercial) to City of Ormond Beach R-3 (Residential Medium Density), consistent with the “Low Density Residential” Future Land Use classification.

Attachments

EXHIBIT 1 - Current and Proposed Zoning Map
EXHIBIT 2 - Ordinance No. 68-5
EXHIBIT 3 - Partial 1957 Zoning Map



PROPOSED ZONING MAP
215, 225, 229, 233 BENJAMIN DR
(4223-10-02-0100, 0090, 0080, 0070)

Prepared By: The City of Ormond Beach
G.I.S. Department - December 2, 2021

N.T.S.

EXHIBIT 2

ORDINANCE NO. 68 - 5

AN ORDINANCE AMENDING THE ZONING ORDINANCE NO. 56-29 OF THE CITY OF ORMOND BEACH, FLORIDA, BY AMENDING PART II OF THE OFFICIAL ZONING MAP REFERRED TO IN ARTICLE I OF ZONING ORDINANCE NO. 56-29 TO CHANGE FROM ZONING CLASSIFICATION SYMBOL R-3-C TO ZONING CLASSIFICATION SYMBOL C-5 THE PROPERTY HEREIN DESCRIBED AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to due notice, a public hearing was held at the City Hall in Ormond Beach, Florida, on February 6, 1968, at 8:00 P.M., for the purpose of hearing all persons and parties interested and to consider and act upon the amending of Ordinance No. 56-29, known as the Zoning Ordinance, as hereinafter set forth, Now, Therefore,

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

SECTION 1. Ordinance No. 56-29 is hereby amended by amending Part II of the official zoning map referred to in Article I of Zoning Ordinance No. 56-29 to change from zoning classification Symbol R-3-C to zoning classification Symbol C-5 the following described property:

Begin at a point with the intersection of the center right of way line of Wren Road, a sixty-foot street as now laid out and used, with the existing southerly boundary line of Symbol H-C. Thence run in a southerly direction along the center right of way line of Wren Road to its intersection with Flamingo Drive a sixty foot street as now laid out and used, then continue in a south, southeasterly direction along the center right of way line of said Flamingo Drive to a point that is parallel to the east lot line of Lot 25, Block "F", Ellinor Heights Subdivision. Thence run in a southerly direction

68-5

along the easterly lot line of said Lot 25, Block "F" to a point in the southeast corner of said lot. Thence run in a westerly direction to a point in the northeast corner of Lot 7, Block 2, Rosemont Subdivision. Thence continue in a southerly direction along the east lot line of said Lot 7, Block 2, Rosemont Subdivision to a point in the center right of way line of Benjamin Drive, a forty foot street as now laid out and used. Thence continue in an East, Southeasterly direction along the center right of way line of Benjamin Drive to its intersection with the existing West boundary line of Symbol C-5 Zoning District.

SECTION 2. All previous ordinances, or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. This ordinance shall take effect immediately upon its passage and approval as provided by law.

PASSED upon first reading at the regular meeting of the City Commission held in the City of Ormond Beach, Florida, on the 6th day of February, 1968.

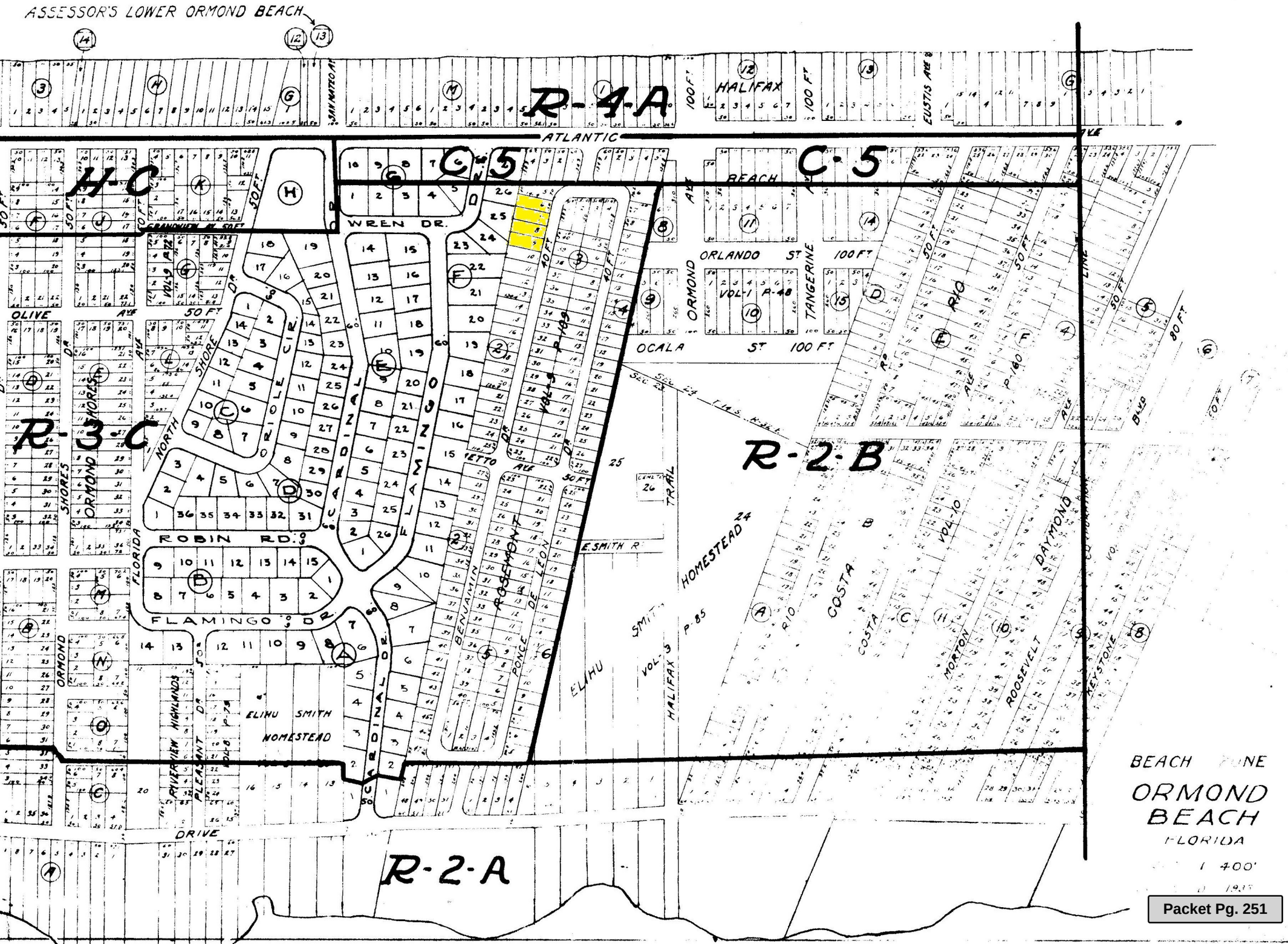
PASSED upon second and final reading at the regular meeting of the City Commission held in the City of Ormond Beach, Florida, on the 20th day of February 1968.

Ernest J. Cassen
Mayor - Commissioner

ATTEST:

Gerald F. Althouse
City Auditor and Clerk

EXHIBIT 3 - PARTIAL 1957 ZONING MAP



Record and Return to:
Southern Title Holding Company, LLC
2335 Beville Road
Daytona Beach, FL 32119

Prepared by:
Natasha Raabe
Southern Title Holding Company, LLC
555 W. Granada Blvd, Ste H-12
Ormond Beach, FL32174

File Number: **OB191104**

(Space Above This Line For Recording Data)

Warranty Deed

This Warranty Deed made this **24th day of June, 2019**, between **Richard E. Hill, Sr. and Carolyn W. Hill, husband and wife**, whose post office address is 215 Benjamin Drive, Ormond Beach, FL 32174, grantor, and **Panayiota Giannomoros**, a single person, whose post office address is **215 Benjamin Drive Ormond Beach FL 32176**, grantee:

(Whenever used herein the terms "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, trusts and trustees)

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 the **Volusia County, Florida**, to-wit:

LOTS ~~9~~ 10 AND ~~10~~ 11, BLOCK 2, ROSEMONT, ACCORDING TO THE PLAT THEREOFAS RECORDED IN MAP BOOK 9, PAGE 109, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Parcel Identification Number: 4223-10-02-0100

The property is the homestead of the Grantor(s).

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, 2018.

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:

Witness Signature
Witness Name: Natasha Raabe

Witness Signature
Witness Name: Sherry Armstrong

Richard E. Hill, Sr.

Carolyn W. Hill

State of FLORIDA
County of VOLUSIA

The foregoing instrument was acknowledged before me this 24th day of June, 2019, by **Richard E. Hill, Sr. and Carolyn W. Hill**, who (___) are personally known to me or (XX) have produced Driver(s) License as identification.

Notary Public
Printed Name:
My Commission Expires

NATASHA RAABE
Commission # FF 993545
Expires May 17, 2020
Bonded Thru Troy Fain Insurance 800[redacted]

SOUTHERN TITLE®

02/14/2014 03:55 PM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2014-027700 # 1
Book: 6959
Page: 425
Diane M. Matousek
Volusia County, Clerk of Court

This instrument was prepared by:
Robert Robins, Esquire
1206 S. Ridgewood Avenue
Daytona Beach, FL 32114

THIS QUIT-CLAIM DEED, Executed this 8th day of February, 2014, by first party, **BARBARA K. ROBINS A/K/A BARBARA K. GORDON,** a single woman, whose post office address is 235 Benjamin Drive, Ormond Beach, FL 32176 to **ROBERT ROBINS**, whose post office address is 11 Buckingham Drive, Ormond Beach, FL 32176 and **DONALD ROBINS**, 893 N. Lindenwood Circle, Ormond Beach, FL 32174, parties of the second part:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said first party, for and in consideration of the sum of ten dollars in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Volusia, State of Florida, to-wit:

Lot 9, Block 2, ROSEMONT, a subdivision in Ormond Beach, according to map in Map Book 9, page 109, Public Records of Volusia County, Florida.

PARCEL NO.: 4223-10-02-0090

****Preparer of this Deed did not perform a title search, and therefore, gives no opinion as to title.**

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only property use, benefit and behoof of the said second party forever.

SUBJECT TO taxes for the year 2014 and all subsequent years.

SUBJECT TO restrictions, reservations and easements of record, if any, any mention of which herein shall not serve to re-impose the same.

GRANTOR, without liability for waste, reserves unto herself for and during her lifetime, the exclusive possession, use and enjoyment of the rents and profits of the property described herein. Grantor further reserves unto herself, for and during her lifetime, the right to sell, lease, encumber by mortgage, pledge, lien, or otherwise manage and dispose, in whole or in part, or grant any interest therein, of the aforesaid premises, by gift, sale, or otherwise so as to terminate the interest of the Grantee, as Grantor in her sole discretion shall decide, except to dispose of said property, if any, by devise upon her death.

GRANTOR further reserves unto herself the right to cancel this deed by further conveyance which may destroy any and all rights which the Grantee may possess under this deed. Grantee shall hold a remainder interest in the property described herein and upon the death of the Grantor, if the property described herein has not been previously disposed of prior to Grantor's death, all right and title to the property remaining shall fully vest in the Grantees, subject to such liens and encumbrances existing at that time.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Adrienne Cooperman
(First Witness)
Printed Name: Adrienne Cooperman

Beth J. Robins
(Second Witness)
Printed Name: Beth J. Robins

Barbara K. Robins Barbara K. Gordon
BARBARA K. ROBINS, a/k/a
BARBARA K. GORDON (Grantor)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BARBARA K. ROBINS, A/K/A BARBARA K. GORDON, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same and (X) said person is personally known to me or ( ) said person provided the following type of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of February, 2014.

Beth J. Robins
NOTARY PUBLIC –State of Florida

BETH J. ROBINS
MY COMMISSION # EE 111682
EXPIRES: July 25, 2015
Bonded Thru Notary Public Underwriters

Prepared By: **Casey-Lynn Damon Smith**
Professional Title Agency, Inc
2422 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
incidental to the issuance of a title insurance policy.
File Number: **FL8-415**
Parcel ID # **4223-10-02-0080**

(2)

PERSONAL REPRESENTATIVE'S DEED
(INDIVIDUAL – With Full Warranties)

This PERSONAL REPRESENTATIVE'S DEED, Dated **05/12/2017** by

Kenneth Ekland, as the Personal Representative of the Estate of James F. Los, deceased
Whose post office address is
P.O. Box 4093, Ormond Beach, Florida 32175-4093
hereinafter called the GRANTOR, to

Pamela Nooner
whose post office address is
3855 South Atlantic Avenue Unit PH 5, Daytona Beach Shores, Florida 32118
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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 8, Block 2, Rosemont, according to the map or plat thereof, as recorded in Map Book 9, Page 109, of the Public Records of Volusia County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2017 and subsequent years; and to all applicable zoning ordinances and/or restrict prohibitions imposed by governmental authorities, if any

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 except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness #1 Signature: _____ _____
Witness #1 Print Name: _____ **Kenneth Ekland, as Personal Representative**

Witness #2 Signature: _____
Witness #2 Print Name: MATTHEW DANVER

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me on **05/12/2017** by:

Kenneth Ekland, as the Personal Representative of the Estate of James F. Los, deceased

[check one:]

☐ who was personally known to me

☒ who presented the following identification: drivers license

Notary Seal

Notary Signature: _____
Notary Print Name: _____

CASEY-LYNN DAMON SMITH
MY COMMISSION # FF 169374
EXPIRES: November 30, 2018
Bonded Thru Notary Public Underwriters

QUIT CLAIM DEED

RAMCO FORM 8

PREPARED BY:

Return to: (enclose self-addressed stamped envelope)

Name: M. Miller

Address: P.O. Box 1401 Ormond Beach Florida 32175

This Instrument Prepared by:

Name:

Address:

Property Appraisers Parcel Identification 4223-10-02-0070

Folio Number(s):

Grantee[s] S.S. # (s)

07/14/2008 01:57 PM
Doc stamps .70
(Transfer Amt $ 10)
Instrument# 2008-141337 # 1
Book: 6254
Page: 2625
Diane M. Matousek
Volusia County, Clerk of Court

8.B.i

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, *Executed the* 10th *day of* March, 2008, ___, *by* MARVIN MILLER, *first party, to* MATTHEW S. MILLER, *whose post office address is* 233 Benjamin Dr. Ormond Beach, Fl. 32176, *second party.*

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the first party, for and in consideration of the sum of $* 10.00, *in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of* Volusia, *State of* Florida, *to-wit:*

23 14 32 Lot 7 Block 2 Rosemont Inc Per OR 4587 PG 1958
Public Records Volusia County Florida.

To Have and to Hold *The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *the said first party has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of:

Roberta J. Marshall
Witness Signature (as to first Grantor)
ROBERTA J. MARSHALL
Printed Name

Joe Williams
Witness Signature (as to first Grantor)
JOE Williams
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Witness Signature (as to Co-Grantor, if any)
Printed Name

Grantor Signature L.S.
Marvin Miller
Printed Name
P.O. Box 1401 Ormond Beach, Fl 32175
Post Office Address

Co-Grantor Signature, (if any) L.S.
Printed Name
Post Office Address

STATE OF Florida)
COUNTY OF Volusia)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marvin Miller known to me to be the person ___ described in and who executed the foregoing instrument, who acknowledged before me that He executed the same, and an oath was not taken. (Check one:) ☒ Said person(s) is/are personally known to me. ☐ Said person(s) provided the following type of identification: Drivers License

NOTARY RUBBER STAMP SEAL

ROBERTA J. MARSHALL
Notary Public - State of Florida
My Commission Expires Apr 29, 2010
Commission # DD 539977
Bonded By National Notary Assn.

Witness my hand and official seal in the County and State last aforesaid this 10th day of March, 2008, A.D. 19___.

Roberta J. Marshall
Notary Signature
ROBERTA J. MARSHALL
Printed Name

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11 02 95

CITY OF ORMOND BEACH

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

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Ann-Margret Emery, Deputy City Attorney

Date: April 5, 2022

Subject: Code of Ordinances Amendment, Sections 4-3, 15-92, and 15-99

Commission Goal: Quality of Life - Other

Introduction

Currently, alcoholic beverages that include beer, wine and champagne may be served on City property by civic non-profit organizations in conjunction with permitted special events or by agreement, as long as all required code conditions are met. This amendment would provide civic non-profit organizations the opportunity to request Commission approval to broaden the type of liquors that may be sold or served at events.

Background

The Ormond Memorial Art Museum ("Museum") is expanding its events including weddings and other fundraisers when the Museum reopens this year. The Museum Director has requested that the Museum, or its vendors, be permitted to sell and serve liquors in addition to beer, wine and champagne. There has been similar interest expressed for events at the Performing Arts Center. Currently the Code of Ordinances only permits the service of beer, wine and champagne on City property by civic non-profit organizations in conjunction with permitted special events or by agreement. The proposed amendment would allow non-profit organizations to make a request to the Commission, to serve broader types of alcoholic beverages in addition to beer, wine and champagne at events.

For example, if the amendment is approved, the Museum will seek an amendment to its yearly service agreement with the City to make such allowance. The amended service agreement would require that the Museum and its vendors maintain all of the appropriate state licensing, obtain all necessary insurance including liquor liability insurance and maintain safety, security and supervision at all events where alcohol is served. If the above is not followed, or problems occur, the right to serve alcoholic beverages at events may be terminated by the Commission. If the Commission approves the proposed code amendment, any organization seeking to serve a broader type of alcoholic beverage for events would still be required to obtain a written agreement approved by the Commission to do so.

Budget Impact

There is no budget impact to the City associated with this request.

Citizen Impact

There will be no citizen impact.

Recommendation

It is recommended that the Commission approve the amendment to Code of Ordinances Sections 4-3, 15-92, and 15-99 to allow for the consumption of certain alcoholic beverages on City property if approved in writing by the City Commission.

Attachments:

- 22-08 Code of Ordinances Amendment - Section 4-3, 15-92, 15-99 (P22-0026G) (PDF)

ORDINANCE NO. 2022-08

AN ORDINANCE AMENDING SECTION 4-3, CONSUMPTION IN PUBLIC PLACES; EXCEPTIONS, OF CHAPTER 4, ALCOHOLIC BEVERAGES; AND SECTION 15-92, DEFINITIONS, AND SECTION 15-99, DISPLAY, PROMOTION OR SALE OF ALCOHOLIC BEVERAGES, OF ARTICLE III, SPECIAL USES OF CITY PROPERTY, OF CHAPTER 15, PARKS AND RECREATION, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO ALLOW FOR THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY PURSUANT TO A WRITTEN AGREEMENT APPROVED BY THE CITY COMMISSION BETWEEN THE CITY OF ORMOND BEACH AND A CIVIC NON-PROFIT ORGANIZATION; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 4-3, Consumption in public places; exceptions, of Chapter 4, Alcoholic Beverages, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 4-3. Consumption in public places; exceptions.

(a) It is unlawful for any person to sell or consume and for any person to carry in any cup, can or other open or unsealed container any alcoholic beverage on any public right-of-way, including streets, sidewalks and alleyways, on lands owned or controlled by the city; or in any city-owned or city-controlled building or facility, except as provided by subsection (b) of this section.

(b) The provisions of subsection (a) of this section shall not apply to:

(1) Alcoholic beverages being stored or transported and contained within sealed, unopened containers;

(2) Special events on, in or upon city property as authorized by a special event permit in accordance with chapter 15, article III<u>, or pursuant to a written agreement approved by the City Commission</u>.

(c) It is unlawful for any person to consume and for any person to carry in any cup, can or other open or unsealed container any alcoholic beverage on the outside premises of any package store, convenience store, food store, or any other establishment selling alcoholic beverages. Outside premises shall include all open areas within 200 feet of the building where alcoholic beverages are sold.

(1) The provisions of this subsection (c) shall not apply to any area or premises constituting "licensed premises" as defined by F.S. § 561.01(11) where the sale and consumption of alcoholic beverages is properly licensed, or to any area where consumption of alcoholic beverages is otherwise permitted by appropriate government authority.

(2) The provisions of this subsection (c) shall not apply to any area or premises used exclusively for residential, non-transient dwelling purposes.

SECTION TWO. Section 15-92, Definitions, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-92. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement means a written agreement approved by the city commission authorizing the use of city property for a special event.

Alcoholic beverage means and shall be limited to, where authorized by a special event permit issued under this article, beer, wine and champagne. No other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission. Where applicable, an alcoholic beverage license shall be required as a condition of a special event permit.

City property means property that is owned or controlled by the city that is made available for special event use by an agreement approved by the city commission, or designated in a resolution approved by the city commission for such use, or by past custom of use as authorized by the city, or as otherwise authorized by members of the site plan review committee as set forth in a special event permit. Examples of city property include public rights-of-way, easements, sidewalks, parking lots, parks, and recreational, leisure and cultural facilities, and associated buildings, structures and grounds.

Event organizer means the applicant for a special event permit and the person or entity primarily responsible for conducting a special event.

Event related merchandise means items offered for sale that identify or promote a permitted special event, or that reflect the theme of a permitted special event, including, but not necessarily limited to, beverage containers, T-shirts, bumper stickers, buttons, key chains, posters, original works of art, or other handcrafted items.

Fee schedule means a schedule of fees or charges adopted by the city commission for special event permits, including associated service charges.

Neighborhood block party means a gathering of neighbors in a residential area that requires a temporary closing of, or restricted access to, a local street for the purpose of conducting a neighborhood party or other neighborhood social event.

Organized outdoor event means an activity involving one or more of the following:

(1) Temporary closing of, or restricted access to, public roads, streets, rights-of-way, sidewalks or parking lots.

(2) Public sale and/or on-site consumption of food, beverages, or other goods or services.

(3) Temporary use of booths, tents, fences, gates, stages, or other temporary structures or objects.

(4) Use of sound amplification devices and/or live entertainment.

(5) Amusement rides, entertainment venues, or personal interactive venues.

(6) Paid admission to enter the event.

Examples of organized outdoor events include, but are not necessarily limited to, parades, festivals, fairs, community celebrations, community events, marathons and other athletic activities, carnivals, circuses, air shows, and water shows.

Private social event means a gathering of people, typically comprised of friends and relatives, who attend an event such as a dinner, dance, wedding, or reception inside a city recreational, leisure or cultural building or structure and/or the adjoining grounds.

Service charge means the costs incurred by personnel in city departments in connection with the review of an application for a special use permit, inspections associated with review of an application, and activities that are authorized by a special event permit, including, but not necessarily limited to, costs associated with inspections, fire, grounds maintenance, police, traffic and pedestrian control, water safety, the closure of streets or intersections, traffic diversion, salaries of city personnel involved in the administration or coordination of city services for a special event and the cost to the city to provide support personnel, equipment, material, supplies, and related costs.

Special event means any of the following that occurs on or affects city property:

(1) Neighborhood block party.

(2) Organized outdoor event.

(3) Private social event.

SECTION THREE. Section 15-99, Display, promotion or sale of alcoholic beverages, of Article III, Special Uses of City Property, of Chapter 15, Parks and Recreation, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 15-99. Display, promotion or sale of alcoholic beverages.

(a) (…no change in text…)

(b) Where the display, promotion or sale of alcoholic beverages is authorized, the following conditions must be met:

(1) Beer, wine and champagne only shall be allowed; no other alcoholic beverage, liquor or spirit shall be allowed, unless allowed pursuant to a written agreement approved by the City Commission.

(2) If applicable, the appropriate alcoholic beverage license must be obtained from the state, and associated activities must at all times comply with all laws and regulations.

(3) If applicable, proof of liability insurance, including alcohol liability coverage, consistent with the city's minimum liability insurance requirements.

(4) The sale of alcoholic beverages shall not exceed 12 hours in duration during any day, unless otherwise specifically authorized by an agreement or special event permit.

(c) through (d) (…no change in text…)

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

SECTION FIVE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 5th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 19th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH

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

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Ann-Margret Emery, Deputy City Attorney

Date: April 5, 2022

Subject: Code of Ordinances Amendment, Sections 2-258, 8-4, and 14-98

Commission Goal: Governance - Other

Introduction

This agenda item requests approval to amend the *Code of Ordinances* Sections 2-258, 8-4, and 14-98 regarding satisfaction of fines and liens, by amending the authority for the release and satisfaction of the liens to allow the Finance Director or Assistant Finance Director to execute the release and satisfaction of liens upon full payment.

Background

The City often records liens in the Volusia County Public Records if a property owner: 1) fails to timely pay a code violation order for fines and costs, 2) fails to pay the City's costs to rectify a site maintenance issue, or 3) fails to pay the unpaid cost of demolition of an unsafe structure. Not all liens get paid, but when they do it is generally when property owners want to clear the title to sell property or obtain financing. When these liens are paid, *Florida Statutes* Section 701.04(2) requires lien holders (the City) to provide an executed satisfaction of lien document. Currently, the City's code states that the City Commission must authorize the execution of the satisfaction of liens.

Requiring Commission authority is a time-consuming step that is unnecessary because executing the satisfaction is required by law - there can be no vote or determination otherwise. If the amendment is approved, the satisfaction of lien document will still be prepared and reviewed by the City Attorney's Office, but will then be executed by the Finance Department. This amendment will speed the process and ensure the City is in compliance with the 60-day execution requirement and eliminate the unnecessary step. This amendment will not affect the cases in which a property owner is seeking a reduction of a recorded lien - these cases will still come before the Commission for determination.

Budget Impact

There is no budget impact to the City associated with this request.

Citizen Impact

There will be no citizen impact.

Recommendation

It is recommended the City Commission approve the amendment to the *Code of Ordinances* Sections 2-258, 8-4, and 14-98 regarding satisfaction of fines and liens, by amending the authority for the release and satisfaction of the liens to allow the Finance Director or Assistant Finance Director to execute the release and satisfaction of liens upon full payment.

Attachments:

- 22-09 Code of Ordinances Amendment - Section 2-258, 8-4 & 14-98 (P22-0017G) (PDF)

ORDINANCE NO. 2022-09

AN ORDINANCE AMENDING SECTION 2-258, ADMINISTRATIVE FINES AND LIENS, OF DIVISION 2, ENFORCEMENT PROCESS, OF ARTICLE VII, CODE ENFORCEMENT, OF CHAPTER 2, ADMINISTRATION; SECTION 8-4, UNSAFE BUILDING ABATEMENT, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; AND SECTION 14-98, LIENS, OF ARTICLE VIII, SITE MAINTENANCE/NUISANCES, OF CHAPTER 14, OFFENSES, OF THE *CODE OF ORDINANCES* OF THE CITY OF ORMOND BEACH, TO AMEND THE AUTHORITY FOR THE RELEASE AND SATISFACTION OF LIENS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Section 2-258, Administrative fines and liens, of Division 2, Enforcement Process, of Article VII, Code Enforcement, of Chapter 2, Administration, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 2-258. Administrative fines and liens.

(a) through (c) (…no change in text…)

(d) *Lien for unpaid fine.* A certified copy of an order imposing a fine or, if applicable, a fine including the costs of reasonable repairs needed to correct the violation, may be recorded in the public records of the county and shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this article, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city. ~~and~~ The city commission authorizes the Finance Director or Assistant Finance Director to execute ~~may authorize the execution of~~ a satisfaction and

release of lien entered pursuant to this article when such lien is paid and fully satisfied. A special magistrate may authorize the city attorney to foreclose on a lien or sue to recover a money judgment for the amount of the lien plus accrued interest after three months from the filing of any such lien that remains unpaid. No lien created pursuant to the provisions of this section may be foreclosed on real property that is a homestead under section 4, article X of the state Constitution. In accordance with F.S. § 162.125, actions for money judgments may be pursued only on fines levied after October 1, 2000.

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

Sec. 8-4. Unsafe building abatement.

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

(1) through (7) (…no change in text…)

(8) *Liens.* The actual cost of termination and abatement of violations of this section when such termination and abatement is accomplished under the direction of the building official may be levied and constitute a special assessment lien against the benefited property. Upon the recommendation of the building official, the city commission may approve a resolution imposing a lien against any real property that is or was the subject of a violation of this section in an amount representing all costs incurred by the city in terminating or abating the said violation. A copy of the resolution as approved by the city commission shall be served on the violator at his last known address and the violator shall have 15 days from receipt of the resolution within which to pay all costs described in the resolution. Service of the resolution may be effected by regular and/or certified U.S. mail delivery, personal service, or any other service that is permitted by law. If the violator fails to pay all costs described in and imposed by the resolution within 15 calendar days after his receipt of the resolution, a certified copy of the resolution shall be recorded in the official records of the county and shall thereafter constitute a lien against the property. If the notice is not accepted or if returned, receipt shall mean ten calendar days after the resolution was sent. The resolution shall, at a minimum, state the name and address of the last known owner as shown on the county tax record, a description of the property, and the amount of the lien. The city commission authorizes the Finance Director or Assistant Finance Director to file ~~shall cause to be filed~~ in the official records of the county a release and satisfaction of lien upon the full payment of all costs imposed by the lien. Said lien shall be on parity or coequal with the lien

of all state, county, and district taxes, and shall be superior in dignity to all other liens, titles, and claims.

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

SECTION THREE. Section 14-98, Liens, of Article VIII, Site Maintenance/Nuisances, of Chapter 14, Offenses, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 14-98. Liens.

(a) A copy of the request for payment of the cost of clearing the lot shall be served on the violator as his last known address and the violator shall have 15 days from receipt of the request within which to pay all costs described in the request. Service of the request for payment may be effected by regular and/or certified U.S. mail delivery, personal service, or any other service that is permitted by law; and for the purposes of this section, the term "receipt of the request for payment" shall be defined in the same manner as it is defined in section 14-96. In the event a violator fails or refuses to pay all costs incurred by the city that are associated with terminating or abating a violation, the neighborhood improvement manager may recommend to the city commission that all such costs be imposed as a lien against the subject real property.

(b) Upon the recommendation of the neighborhood improvement manager, the city commission may approve a resolution imposing a lien against any real property that is or was the subject of a violation of this article in an amount representing all costs incurred by the city in terminating or abating the said violation. The resolution shall, at a minimum, state the name and address of the last known owner as shown on the county tax record, a description of the property, and the amount of the lien. The Finance Director or Assistant Finance Director shall execute ~~city commission shall cause to be filed in the official records of the county~~ a release and satisfaction of lien upon the full payment of all costs imposed by the said lien.

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

SECTION FIVE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph,

term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 5th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 19th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: April 5, 2022

Subject: 72 Warwick Avenue, Lien for Unsafe Building Demolition

Commission Goal: Community Development - Other

Introduction

This is a request for authorization to place a lien in the amount of $14,250.97 against the property at 72 Warwick Avenue, Volusia County (Parcel ID# 4240-01-15-0390) for the costs associated with demolishing a single-family structure. The structures on this property were deemed as unsafe and were demolished by a contractor that was hired by the City.

Background

Pursuant to Section 8-4 of the Code Ordinances, the City Commission may approve a Resolution imposing a lien against any real property that is or was subject of a violation of the Unsafe Building Abatement regulations of the Code of Ordinances in the amount of costs incurred by the City in abating the violation. The Chief Building Official, City Engineer, and Fire Chief unanimously deemed the vacant residence and accessory structure as unsafe per Code of Ordinances Section 8-4. Upon failure by all parties to respond to the Notice of Unsafe Structure, a contractor was hired to perform the demolition. The demolition was completed on February 11, 2022 costing $13,748.47. The City also incurred costs of $502.50 to protect the unsecured swimming pool in 2018.

Budget Impact

The total cost to the City was $14,250.97 and was taken from Fund 001 - General Fund. The purpose of imposing this lien through this Resolution is to seek to recover the expenses of the demolition.

Citizen Impact

There has been positive feedback from adjacent neighbors as a result of removing the

unsafe structures. There is no citizen impact as a result of imposing this lien to recover the actual costs incurred by the City.

Recommendation

It is requested that the City Commission approve the attached Resolution to the lien at 72 Warwick Ave, Volusia County (Parcel ID# 4240-01-15-0390) in the amount of $14,250.97.

Attachments:

- 22-55 Demolition Lien for 72 Warwick Avenue (P22-0033G) (PDF)
- 72 Warwick Ave - Exhibit A (PDF)
- 72 Warwick Ave - Exhibit B (PDF)
- 72 Warwick Ave - Exhibit C (PDF)
- Purchase order and Fence (PDF)
- PAO (PDF)

REVIEWED BY:

Kelly McGuire, Finance Director 3/7/2022

Claire Whitley, Assistant City Manager 3/28/2022

APPROVED BY:

Joyce A. Shanahan, City Manager 3/29/2022

RESOLUTION NO. 2022-55

A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES* AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 72 WARWICK AVENUE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4240-01-15-0390) FOR COSTS INCURRED BY THE CITY TO SECURE AND DEMOLISH AN UNSAFE STRUCTURE*;* AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2010 the City Commission approved Ordinance 2010-37 (codified at Chapter 8, Article I, Section 8-4, City of Ormond Beach *Code of Ordinances*) concerning unsafe building abatement which ordinance allows the Building Official to take those actions and incur those costs necessary to terminate and/or abate an unsafe structure, including demolition, in the event the property owners fail to do so in a timely fashion after proper notice; and

WHEREAS, Ordinance 2010-37 further allows the Building Official to recommend to the City Commission that all such costs incurred be imposed as a lien against the subject real property; and

WHEREAS, pursuant to Chapter 8, Article I, Section 8-4, the Estate of Toby A. Brust, et al, who are the owners of the property (or may have some interest in the property) located at 72 Warwick Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described as follows: "*Lots 39 and 40, Block 15, Ormond Terrace, as per map in Map Book 6, page 178, of the Public Records of Volusia County, Florida."* (Parcel ID #4240-01-15-0390)

were properly noticed of the unsafe structure on the property and were given thirty (30) days to make repairs to make the structure safe or demolish. The violation was not timely corrected and as prescribed by Chapter 8, Article I, Section 8-4, *Code of Ordinances*, the Building Official demolished the structure; and

WHEREAS, pursuant to Section 8-4(8), Liens, because the property owners have failed to pay the costs incurred by the City to demolish the structure, the Building Official recommends to the City Commission that these costs be imposed as a lien against the subject real property (Exhibit "A"). Attached hereto as Exhibit "B" and incorporated herein is the City's invoice from Samsula Waste Inc. dba Samsula Demolition and the purchase order indicating the City's payment of $13,748.47 for the demolition of the structure, as well as an invoice from AAA Fence Company indicating the City's payment for $502.50, for a temporary fence to protect the unsecured swimming pool on the property, for a total cost to the City of $14,250.97; now therefore

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The City Commission hereby approves this resolution imposing a lien against the property located at 72 Warwick Avenue, Ormond Beach, Volusia County, Florida 32174 and legally described as follows: "*Lots 39 and 40, Block 15, Ormond*

Terrace, as per map in Map Book 6, page 178, of the Public Records of Volusia County, Florida." (Parcel ID #4240-01-15-0390) in the amount of **FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 97/100 ($14,250.97)** and authorizes the City Manager to execute the lien in this amount, attached hereto as Exhibit "A", and further authorizes the enforcement/collection on the lien by all means allowed by law, including foreclosure of the subject property.

SECTION THREE. The City Commission further directs the Building Official to provide to the owners of the subject property a copy of this Resolution and allow said property owners fifteen (15) days from the date of receipt of the Resolution to pay the costs described in the Resolution. Upon the owners' failure to timely pay the costs outlined herein, the Building Official is hereby authorized to direct the City Clerk to record a certified copy of this Resolution and the attached Demolition Lien in the official records of Volusia County, Florida so that it shall thereafter constitute a lien against the subject property.

SECTION FOUR. The City Commission further approves the Satisfaction and Release of Demolition Lien, City Commission approved form attached hereto as Exhibit "C" and incorporated herein by reference, and authorizes the Chief Building Official, without further action from the City Commission, to direct the City Clerk to have the Satisfaction and Release of Demolition Lien executed and recorded in the official records of Volusia County, Florida to release the aforementioned property from the lien imposed by this Resolution if and when the cost specified above and all costs of recording the Demolition Lien and Satisfaction and Release

of Demolition Lien are paid in full by the property owner.

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

APPROVED AND AUTHENTICATED this 5th day of April, 2022.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar No. 881546
Post Office Box 277
173 South Beach Street
Ormond Beach, FL 32175-0277
386-676-3217

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF 1 PAGE

Location: 72 Warwick Avenue, Ormond Beach, FL
Parcel ID No.: 4240-01-15-0390

DEMOLITION LIEN

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared **JOYCE SHANAHAN**, as City Manager, who being duly sworn, says that she is the agent of the Lienor herein, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose address is City Hall, 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, and that pursuant to Section 8-4, *Code of Ordinances*, the City of Ormond Beach has expended funds in the amount of **FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 97/100 ($14,250.97)** in costs and related expenses to secure and accomplish the demolition and removal of the structure located at the following described realty for which the City of Ormond Beach claims a lien thereto: *"Lots 39 and 40, Block 15, Ormond Terrace, as per map in Map Book 6, page 178, of the Public Records of Volusia County, Florida."*

THIS LIEN shall be due and payable in full at the time of the sale for consideration of the aforedescribed real property.

THIS LIEN shall bear no interest and shall remain a lien, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

DATED this _____ day of April, 2022.

CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
JOYCE SHANAHAN, City Manager
Agent for Lienor

Sworn to and subscribed before me
this _____ day of April, 2022.

_____
Notary Public State of Florida at-large
Notary Seal

EXHIBIT "B"
TO RESOLUTION
CONSISTING OF 5 PAGES

Purchase Order

Fiscal Year 2022

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220327

Delivery must be made within doors of specified destination.

BILL TO
City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

VENDOR
SAMSULA WASTE INC
SAMSULA DEMOLITION
363 S STATE RD 415
NEW SMYRNA, FL 32168
Email: OFFICE@SAMSULADEMOLITION.COM
Fax: 386-423-1436

SHIP TO
Building Inspections
22 South Beach Street
City Hall Room 104
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-423-6769	386-423-1436	2200386	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/22/2021	2832			INSPECTIONS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTE The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments) Commodity Code: 90962 Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments)	1.0	EACH	$13,748.47	$13,748.47

VENDOR COPY

Total Ext. Price
PO Total $13,748.47

TERMS AND CONDITIONS PLEASE 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 purchase order number. **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 are to 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, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as 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 on the purchase order.

Samsula Waste Inc. dba Samsula Demolition
2455 Tomoka Farms Rd
Port Orange, FL 32128 US
(386) 423-6769
office@samsulademolition.com
www.samsulademolition.com

INVOICE

BILL TO
City of Ormond Beach
PO Box 277
Ormond Beach,FL 32175-0277
Fax: 667-3384

INVOICE # 2483
DATE 02/24/2022
DUE DATE 03/01/2022
TERMS Due on receipt

P.O. NUMBER
72 Warwick Ave

DESCRIPTION	QTY	RATE	AMOUNT
Demolition Demolition per Proposal Contract Agreement dated 9/24/2021	1	13,748.47	13,748.47

We really appreciate your business and look forward to working with you in the future. Please contact our office @ 386-423-6769 option 2.

BALANCE DUE **$13,748.47**

AAA Fence

801 Orange Avenue
Daytona Beach, FL 32114
Phone (386) 253-4212
Fax (386) 253-2878
E-Mail aaafence@aaafence.com

Invoice

DATE	INVOICE #
12/19/2018	12695

BILL TO	JOB LOCATION
City of Ormond Beach P. O. Box 277 Ormond Beach, FL 32174	72 Warwick Ave. Ormond Beach, FL

TERMS	JOB NUMBER	SALESMAN	Installer	CUSTOMER P.O.#	Temporary Down
Net 30	181428 Te...	Rick Shelton	Allan 12/18/2018		12/19/2019

QUANTITY	DESCRIPTION	PRICE EACH	Units/LF	AMOUNT
137	Rental of 137' of inground Temporary Fence	2.50		342.50
1	Tap cons and wood lag screws needed to secure sliding glass doors and wood door entrances and clearing	160.00		160.00
	Rental agreement is for one(1) year from installation date of 12/18/2018 to 12/18/2019, renewable thereafter if necessary.			
	The Customer is responsible for any damage to Temporary Fence, Crowd Control Barricades, any personal injury, loss or theft and / or any property damages regarding Temporary Fence and / or Crowd Control Barricades. A trip charge fee will apply for additional trips needed for installation and/or take down of temporary fence if the job can not be completed in One (1) visit. This also will apply to partial take down of fence.			

Thank you for your business.

Total	$502.50
Payments/Credits	$0.00
Balance Due	$502.50

City of Ormond Beach		PAGE: 1 OF 1	CHECK NUMBER: 00511849
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
12/19/2018	12695	TEMPORARY FENCE RENTAL*72 WARWICK AVE GL#:00152401 - 503403 $502.50	$502.50

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
118	AAA FENCE CO	511849	01/11/2019	$502.50

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

Vendor Number	Check Date	Check Number
118	01/11/2019	511849

Five Hundred Two Dollars and 50 Cents $502.50

Pay To the Order Of AAA FENCE CO
801 ORANGE AVE
DAYTONA BEACH, FL 32114-0000

FILE COPY
NON-NEGOTIABLE

THIS INSTRUMENT PREPARED BY:
ANN-MARGRET EMERY, ESQUIRE
Florida Bar No. 881546
Post Office Box 277
173 South Beach Street
Ormond Beach, FL 32175-0277
386-676-3217
Location: 72 Warwick Avenue, Ormond Beach, FL
Parcel ID No.: 4240-01-15-0390

EXHIBIT "C"
TO RESOLUTION
CONSISTING OF 2 PAGES

SATISFACTION AND RELEASE OF DEMOLITION LIEN
CITY COMMISSION APPROVED FORM

For and in consideration of the sum of _____ paid to the City of Ormond Beach, the receipt of which is hereby acknowledged, the City does hereby release **THE ESTATE OF TOBY A. BRUST, ET AL,** or current owner of the real property located at *72 Warwick Avenue, Ormond Beach, Volusia County, Florida*, and more legally described as follows: *"Lots 39 and 40, Block 15, Ormond Terrace, as per map in Map Book 6, page 178, of the Public Records of Volusia County, Florida."* (Parcel ID No.: 4240-01-15-0390) from that certain lien imposed by Resolution 2022-___ recorded by the City at Official Records Book _____, Pages _____, inclusive, of the Public Records of Volusia County, Florida, and the City hereby declares said lien fully satisfied and hereafter released.

Executed on _____, 202__

WITNESSES:

CITY OF ORMOND BEACH, a Florida municipal corporation

_____
Print Name: _____

BY: _____
CHRISTOPHER MASON
Neighborhood Improvement Manager

_____
Print Name: _____

Attest: _____
SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA)
)ss
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by **CHRISTOPHER MASON** and **SUSAN CARROLL DAUDERIS**, the Neighborhood Improvement Manager and the City Clerk, respectively, of the City of Ormond Beach, a Florida municipal corporation, on behalf of the corporation, and they are personally known to me.

_____
NOTARY PUBLIC State of Florida
My Commission Expires:

Purchase Order

Fiscal Year 2022

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220327

Delivery must be made within doors of specified destination.

BILL TO
City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

VENDOR
SAMSULA WASTE INC
SAMSULA DEMOLITION
363 S STATE RD 415
NEW SMYRNA, FL 32168
Email: OFFICE@SAMSULADEMOLITION.COM
Fax: 386-423-1436

SHIP TO
Building Inspections
22 South Beach Street
City Hall Room 104
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-423-6769	386-423-1436	2200386	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/22/2021	2832			INSPECTIONS

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTE The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments) Commodity Code: 90962 Maintenance and Repair, Residential Buildings (Incl. Single Family Homes and Apartments)	1.0	EACH	$13,748.47	$13,748.47

Total Ext. Price
PO Total $13,748.47

VENDOR COPY

TERMS AND CONDITIONS PLEASE 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 purchase order number. **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 are to 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, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as 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 on the purchase order.

Samsula Waste Inc. dba Samsula Demolition
2455 Tomoka Farms Rd
Port Orange, FL 32128 US
(386) 423-6769
office@samsulademolition.com
www.samsulademolition.com

INVOICE

BILL TO
City of Ormond Beach
PO Box 277
Ormond Beach,FL 32175-0277
Fax: 667-3384

INVOICE # 2483
DATE 02/24/2022
DUE DATE 03/01/2022
TERMS Due on receipt

P.O. NUMBER
72 Warwick Ave

DESCRIPTION	QTY	RATE	AMOUNT
Demolition Demolition per Proposal Contract Agreement dated 9/24/2021	1	13,748.47	13,748.47

We really appreciate your business and look forward to working with you in the future. Please contact our office @ 386-423-6769 option 2.

BALANCE DUE **$13,748.47**

City of Ormond Beach		PAGE: 1 OF 1	CHECK NUMBER: 00511849
INVOICE DATE	**INVOICE NUMBER**	**DESCRIPTION**	**INVOICE AMOUNT**
12/19/2018	12695	TEMPORARY FENCE RENTAL*72 WARWICK AVE GL#:00152401 - 503403 $502.50	$502.50

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
118	AAA FENCE CO	511849	01/11/2019	$502.50

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

Vendor Number	Check Date	Check Number
118	01/11/2019	511849

Five Hundred Two Dollars and 50 Cents $502.50

Pay To the Order Of AAA FENCE CO
801 ORANGE AVE
DAYTONA BEACH, FL 32114-0000

FILE COPY
NON-NEGOTIABLE

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

AAA FENCE CO
801 ORANGE AVE
DAYTONA BEACH, FL 32114-0000

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3151810 **Parcel ID: 424001150390**
BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	3151810
Parcel ID:	424001150390
Township-Range-Section:	14 - 32 - 40
Subdivision-Block-Lot:	01 - 15 - 0390
Owner(s):	BRUST TOBY A EST - EST - Estate - 100
Mailing Address On File:	72 WARWICK AVE ORMOND BEACH FL 32174 5336
Physical Address:	72 WARWICK AVE, ORMOND BEACH 32174
Property Use:	0100 - SINGLE FAMILY
Tax District:	201-ORMOND BEACH
2020 Certified Millage Rate:	17.5978
Neighborhood:	2658
Business Name:	
Subdivision Name:	
Homestead Property:	No

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Asessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$68,985	$68,985	$0	$68,985	1.5000	$103.48
0012	DISCRETIONARY	$68,985	$68,985	$0	$68,985	0.7480	$51.60
0011	REQ LOCAL EFFORT	$68,985	$68,985	$0	$68,985	3.5540	$245.17
0050	GENERAL FUND	$68,985	$68,985	$0	$68,985	5.3812	$371.22
0055	LIBRARY	$68,985	$68,985	$0	$68,985	0.5174	$35.69
0520	MOSQUITO CONTROL	$68,985	$68,985	$0	$68,985	0.1781	$12.29
0530	PONCE INLET PORT AUTHORITY	$68,985	$68,985	$0	$68,985	0.0845	$5.83
0058	VOLUSIA ECHO	$68,985	$68,985	$0	$68,985	0.2000	$13.80
0057	VOLUSIA FOREVER	$68,985	$68,985	$0	$68,985	0.2000	$13.80
0059	VOLUSIA FOREVER I&S 2005	$68,985	$68,985	$0	$68,985	0.0000	$0.00
0065	FLORIDA INLAND NAVIGATION DISTRICT	$68,985	$68,985	$0	$68,985	0.0320	$2.21
0100	HALIFAX HOSPITAL AUTHORITY	$68,985	$68,985	$0	$68,985	0.9529	$65.74
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$68,985	$68,985	$0	$68,985	0.2189	$15.10
0180	ORMOND BEACH	$68,985	$68,985	$0	$68,985	3.9128	$269.92
0182	ORMOND BEACH I&S 2003	$68,985	$68,985	$0	$68,985	0.0290	$2.00
0184	ORMOND BEACH I&S 2010	$68,985	$68,985	$0	$68,985	0.0890	$6.14
						17.5978	$1,213.98

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$1,213.98
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$1,213.98**
Estimated Tax Amount without SOH:	$1,213.98

AltKey: 3151810 Parcel ID: 424001150390

BRUST TOBY A EST 72 WARWICK AVE, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2021	$59,920	$8,407	$68,327	$68,327	$0	$68,327	$0
2020	$59,920	$185,174	$245,094	$245,094	$0	$245,094	$0
2019	$59,920	$172,932	$232,852	$232,852	$0	$232,852	$0
2018	$50,400	$161,330	$211,730	$131,839	$131,839	$0	$79,891
2017	$50,400	$144,500	$194,750	$129,127	$50,500	$78,627	$65,623
2016	$50,250	$122,631	$172,881	$126,471	$50,500	$75,971	$46,410
2015	$50,250	$109,746	$159,996	$125,592	$50,500	$75,092	$34,404
2014	$26,800	$106,506	$133,306	$124,595	$50,500	$74,095	$8,711
2013	$31,267	$98,444	$129,711	$122,754	$50,500	$72,254	$6,957

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0101-IMP PVD THRU .49 AC	F-FRONT FOOT				100	200	535	$59,920
								Total Land Value:	**$59,920**

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	RSP-POOL, RESIDENTIAL SWIMMING	1957	720	1	$265
2	PTO-PATIO/CONCRETE SLAB	1957	372	1	$4
3	FGM-GARAGE MASONRY FINISHED	1975	750	1	$6,921
4	SER-ENCLOSURE, SCREEN RESIDENTIAL	1986	2142	1	$28

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
7699 / 3155	2019103848	02/06/2019	DC-DEATH CERTIFICATE	UNQUALIFIED	Improved	$100
7699 / 4143	2019104199	01/24/2011	DC-DEATH CERTIFICATE	UNQUALIFIED	Improved	$100
3356 / 1060	1989117770	09/15/1989	WD-WARRANTY DEED	UNQUALIFIED	Improved	$96,500
2726 / 1241		08/15/1985	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	$100
2263 / 1769		05/15/1981	WD-WARRANTY DEED	UNQUALIFIED	Improved	$65,000
1478 / 359		09/15/1972	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$24,500
1478 / 0359		09/15/1972	WD-WARRANTY DEED	UNQUALIFIED	Improved	$24,500

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3154894	438 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/14/2022	$195,000
3150635	282 N BEACH ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/29/2021	$465,000
3153812	450 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/23/2021	$212,000
3153278	287 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/21/2021	$250,000
3151038	357 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/15/2021	$575,000
3149629	312 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/20/2021	$178,000
3156307	330 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/18/2021	$225,000
3150040	147 HERNANDEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/13/2021	$325,000
3152239	25 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/08/2021	$235,000
3154274	555 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/05/2021	$399,000
3150201	231 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/05/2021	$228,000
3151259	66 MELROSE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/22/2021	$585,000
3151721	458 N BEACH ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/17/2021	$400,000
3153189	272 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/10/2021	$289,500
3151585	467 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/13/2021	$305,000
3151224	40 MELROSE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	08/09/2021	$240,000
3152352	74 CUMBERLAND AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/28/2021	$275,000
3151739	470 N BEACH ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/28/2021	$305,000
4087737	452 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/23/2021	$289,000
3150660	38 KENILWORTH AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	07/14/2021	$359,000
3156633	290 GREENWOOD CIR	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/30/2021	$399,900

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3155041	292 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/30/2021	$315,000
3153588	426 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/18/2021	$220,000
3154215	205 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/14/2021	$241,300
3153537	206 WILMETTE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	06/11/2021	$252,000
3155955	320 CUMBERLAND AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	05/11/2021	$297,000
3148631	601 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	04/23/2021	$240,000
3154215	205 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	04/14/2021	$214,900
3148975	509 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	04/12/2021	$250,500
3149793	280 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	04/05/2021	$225,000
3155009	299 MELROSE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/25/2021	$210,000
3153961	530 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/19/2021	$180,000
3153260	279 N YONGE ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/16/2021	$170,000
3154681	362 WILMETTE CIR	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/10/2021	$239,000
3151674	37 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	03/05/2021	$189,900
3149467	145 WILMETTE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/25/2021	$208,000
3153189	272 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/17/2021	$185,000
3154991	293 MELROSE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	02/12/2021	$275,900
3153227	207 ROSEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/29/2021	$259,000
3153367	336 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/27/2021	$240,000
3153804	456 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	01/26/2021	$211,000
3150376	26 ROSEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/30/2020	$315,000

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3155882	345 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/23/2020	$320,000
3151020	371 N RIDGEWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/23/2020	$147,000
3151151	15 WILMETTE AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/18/2020	$265,000
3053273	86 HERNANDEZ AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	12/15/2020	$245,000
3151283	88 GREENWOOD AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	11/19/2020	$281,000
3153430	217 KENILWORTH AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	11/09/2020	$185,000
3151267	76 MELROSE AVE	ORMOND BEACH	0000-VACANT RES	2658	10/29/2020	$50,000
3152174	71 PUTNAM AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/27/2020	$165,000
3149327	417 MCINTOSH RD	ORMOND BEACH	0100-SINGLE FAMILY	2658	10/14/2020	$189,000
3162218	290 N YONGE ST	ORMOND BEACH	0000-VACANT RES	2658	09/25/2020	$30,000
3155033	427 ANDREWS ST	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/18/2020	$180,000
3153910	238 WARWICK AVE	ORMOND BEACH	0100-SINGLE FAMILY	2658	09/08/2020	$210,000

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

LOTS 39 & 40 BLK 15 ORMOND TERR MB 6 PG 178 PER OR 3356 PG 1060 PER OR 7699 PG 3155 PER OR 7699 PG 4143

AltKey: 3151810 **Parcel ID: 424001150390**

BRUST TOBY A EST **72 WARWICK AVE, ORMOND BEACH, FL**

Permit List

Permit Date	Permit #	Description	Contractor	Amount
07/01/1987	11892	ADD EJS/DL	MR PERMIT	$5,000
11/01/1985	8193	SP3 (2142 SQ.FT.) WHM CS	MR PERMIT	$5,470

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: April 5, 2022

Subject: South Ormond Neighborhood Center Outdoor Basketball Court

Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to approve a proposal by Holub Development to build a replacement outdoor basketball court at the South Ormond Neighborhood Center and update all the lighting fixtures throughout the park and the parking lot to LED energy efficient fixtures as a gift to the City of Ormond Beach.

Background

Upon finding out that the outdoor basketball court at South Ormond Neighborhood Center will be removed to make way for an additional indoor gymnasium. Mr. Holub contacted City staff to discuss the outdoor basketball court. Mr. Holub explained that he grew up playing on the court as a young child and continued to play throughout his adult years up until it was just recently removed to make way for the new gymnasium. Mr. Holub feels the need of an outdoor court is extremely important for the South Ormond Neighborhood Center and would be a big loss and be greatly missed by the community. Mr. Holub has offered to donate the design and construction to install a new outdoor basketball court just south of the splash pad which has a large open area.

Discussion

Holub Development would like the opportunity to donate the design and installation of a new outdoor basketball court at South Ormond Neighborhood Center, along with updating all light fixtures throughout the park and parking lot to LED energy efficient fixtures.

If approved by the Commission, the staff will bring back an agreement between Holub Development and the City of Ormond Beach to install and donate the outdoor basketball court and the upgrade to the light fixtures at South Ormond Neighborhood Center. The staff will ensure all City requirements are met before construction begins. If approved,

planning staff will process the application through Site Plan Review Committee.

Citizen Impact

The new outdoor basketball court will be enjoyed by the residents and visitors of Ormond Beach.

Budget Impact

There will be no impact on the budget.

Recommendation

It is staff's recommendation that the City Commission approve Holub Development's proposal to build an outdoor basketball court and update all light fixtures throughout the park and parking lot to LED energy efficient fixtures as per the plans provided with the understanding that the outdoor basketball court will be deeded back to the City upon its completion.

Attachments:

- 01 SITE AND GRADING (PDF)
- 02 DETAILS (PDF)
- 03 DETAILS (PDF)

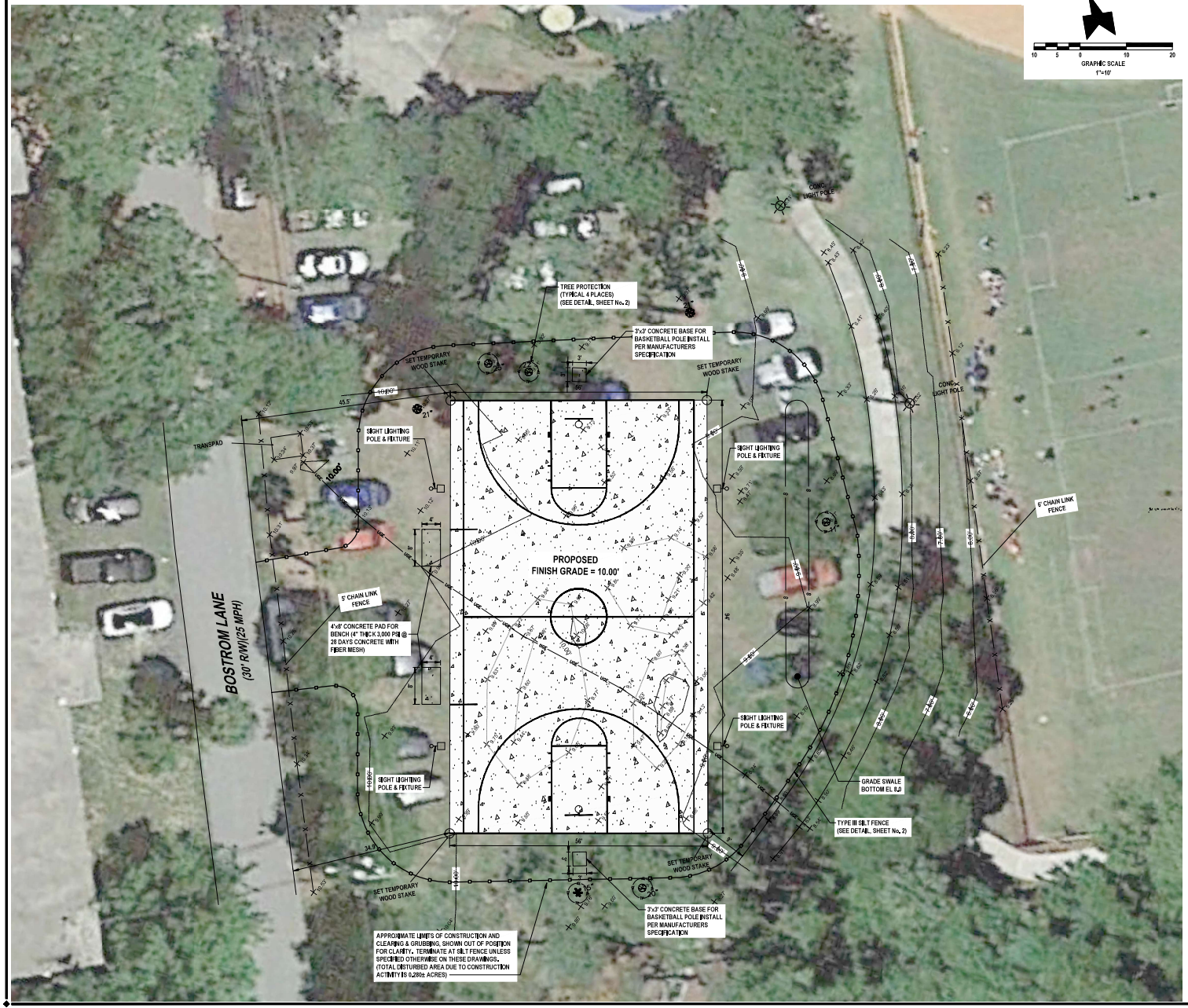
REVIEWED BY:

Kelly McGuire, Finance Director 3/28/2022

Claire Whitley, Assistant City Manager 3/29/2022

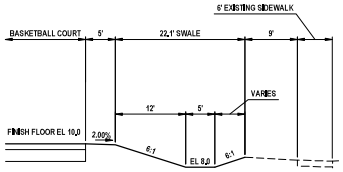
APPROVED BY:

Joyce A. Shanahan, City Manager 3/30/2022



GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, SCREEN WALLS AND MONUMENT SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC).
2. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
3. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
4. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
5. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
6. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
7. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS (INDEXES), THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATION MANUAL.



SWALE DETAIL

NOT TO SCALE

LEGEND

- PROPOSED SILT FENCE (SEE DETAIL SHEET No. 5)
- TP — PROPOSED TREE BARRICADE (SEE DETAIL SHEET No. 5)
- 3'x3' CONCRETE BASE FOR BASKETBALL POLE INSTALL PER MANUFACTURERS SPECIFICATION
- CONCRETE BASKETBALL COURT. 6" THICK 3,000 PSI CONCRETE WITH FIBER MESH (SEE DETAIL SHEET No. 2)
- SITE LIGHTING SINGLE FIXTURE (4 TOTAL) SEE DETAIL SHEET No. (2 & 3)

One Nation... One Number... 811 Know what's below. Call before you dig.

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION

1720 North US1, Suite 2
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26000584
Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT & GRADING PLAN
SOUTH ORMOND REC CENTER BASKETBALL COURT
BOSTROM LANE
ORMOND BEACH, FLORIDA 32174

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HOLUB DEVELOPMENT

HARRY NEWKIRK LICENSED PROFESSIONAL ENGINEER 62974 STATE OF FLORIDA

Harry H. Newkirk

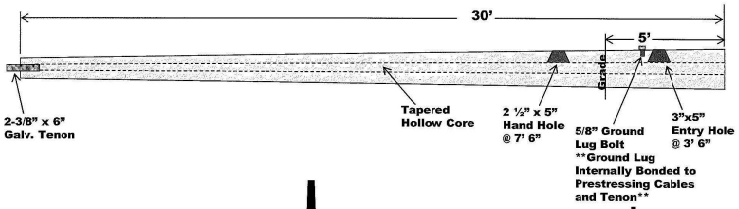
HARRY H. NEWKIRK, P.E. # 62974

PROJECT No:	2022-72
DATE:	MARCH 2022
DESIGN BY:	HHN
DRAWN BY:	JTJ
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

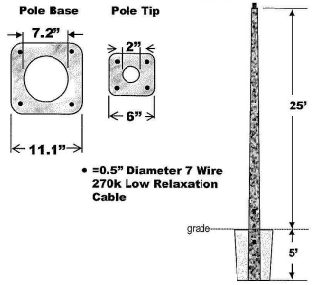
1

Drawing Not to Scale



Seminole Pole incorporated

www.SeminolePole.com Email: SeminolePole@gmail.com
Phone: 866-246-5545 Fax: 229-524-2866

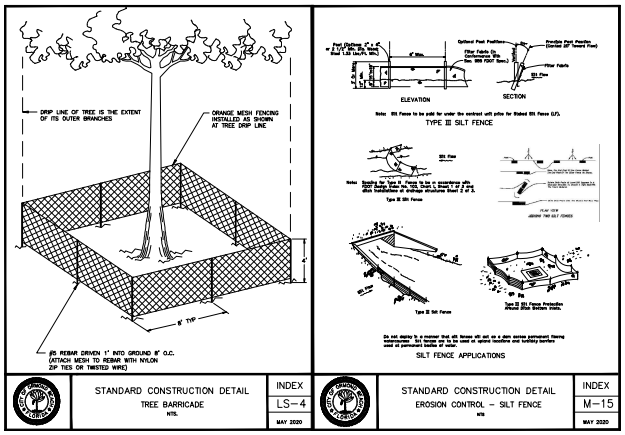


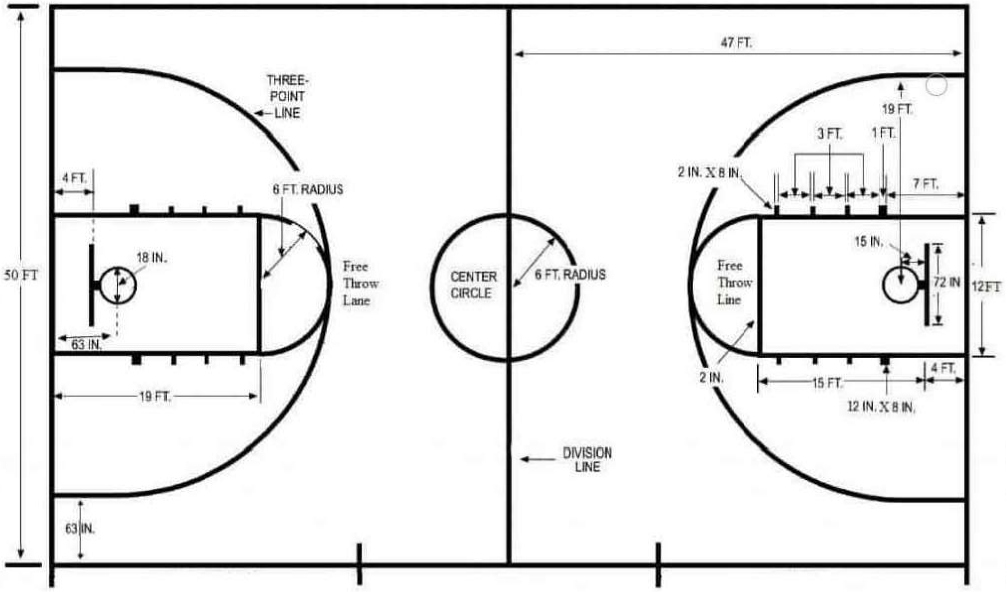
Part#: SP3025TII

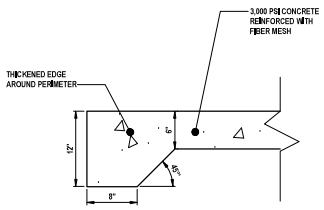
Project:

Pole O.A.	Burial Depth	Wind Speed	Gust	EPA Capacity
30'	5'	140mph	3 sec.	3.0

Min. Brk. Strength	Strand Info	Concrete	Pole Weight (lb)
3,500#	0.5" Diameter 270 ksi	6,500psi	1,680







CONCRETE BASKETBALL COURT DETAIL
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION

1220 North US 1, Suite 2
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30020
L.C. # 26000584
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

DETAILS AND NOTES
SOUTH ORMOND REC CENTER
BASKETBALL COURT
BOSTROM LANE
ORMOND BEACH, FLORIDA 32174

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HOLUB DEVELOPMENT

HARRY H. NEWKIRK LICENSED PROFESSIONAL ENGINEER STATE OF FLORIDA
Harry Newkirk No. 62971
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2022-72
DATE:	MARCH 2022
DESIGN BY:	HHN
DRAWN BY:	JTJ
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

2

Project		Catalog #		Type	
Prepared by		Notes		Date	

Lumark

Prevail LED

Area / Site Luminaire

Product Features

LumenSafe Technology

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Configurations page 3
- Product Specifications page 3
- Energy and Performance Data page 4
- Control Options page 5

Product Certifications

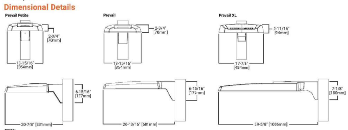
Quick Facts

- Lumen packages range from 4,800 - 52,300 lumens (35W - 350W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 160 lumens per watt
- Energy and maintenance savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

Connected Systems

- WaveLinx

Dimensional Details



NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

Lumark — Prevail LED

Ordering Information

SAMPLE NUMBER: PRV-XL-C75-D-UNV-T4-SA-BZ

Product Family [1,2]	Light Engine [3]	Driver	Voltage	Distribution	Mounting	Color
PRV-P=Prevail Petite BAA-PRV-P=Prevail Petite BAA Compliant [23] TAA-PRV-P=Prevail Petite TAA Compliant [23]	C10=(1 LED) 4,900 Nominal Lumens C15=(1 LED) 6,900 Nominal Lumens C20=(1 LED) 9,800 Nominal Lumens C25=(1 LED) 11,800 Nominal Lumens	D=Dimming (0-10V)	UNV=Universal (120-277V) 347=347V 480=480V [4] DV=DuraVolt (277-480V) [4,25]	T2=Type II T3=Type III T4=Type IV T5=Type V	SA=Standard Versatile Arm MA=Mast Arm WM=Wall Mount Arm	BZ=Bronze AP=Grey BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
PRV=Prevail BAA-PRV=Prevail BAA Compliant [23] TAA-PRV=Prevail TAA Compliant [23]	C15=(1 LED) 7,100 Nominal Lumens C25=(2 LEDs) 13,100 Nominal Lumens C40=(2 LEDs) 17,100 Nominal Lumens C60=(2 LEDs) 20,000 Nominal Lumens					
PRV-XL=Prevail XL BAA-PRV-XL=Prevail XL BAA Compliant [23] TAA-PRV-XL=Prevail XL TAA Compliant [23]	C75=(4 LED) 26,100 Nominal Lumens C100=(4 LED) 31,000 Nominal Lumens C125=(4 LED) 36,000 Nominal Lumens C150=(5 LED) 41,100 Nominal Lumens C175=(5 LED) 48,600 Nominal Lumens					

Options (Add as Suffix)	Accessories (Order Separately) [17,24]
7030=70 CRI / 3000K CCT [5] 7050=70 CRI / 5000K CCT [5] HSS=House Side Shield [6] L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right 10K=10kV UL 1449 Fused Surge Protective Device 20MSP=20kV MOV Surge Protective Device 20K=Series 20kV UL 1449 Surge Protective Device HA=50°C High Ambient Temperature [7] CC=Coastal Construction [8] PER=NEMA 3-PIN Twistlock Photocontrol Receptacle [26] PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle [26] MS/DIM-L08=Dimming Motion and Daylight Sensor, IR Remote Programmable, < 8' Mounting [9,10] MS/DIM-L20=Dimming Motion and Daylight Sensor, IR Remote Programmable, 8' - 20' Mounting [9,10] MS/DIM-L40=Dimming Motion and Daylight Sensor, IR Remote Programmable, 21' - 40' Mounting [9,10] SPB1=Dimming Motion and Daylight Sensor, Bluetooth Programmable, < 8' Mounting [9,11] SPB2=Dimming Motion and Daylight Sensor, Bluetooth Programmable, 8' - 20' Mounting [9,11] SPB4=Dimming Motion and Daylight Sensor, Bluetooth Programmable, 21' - 40' Mounting [9,11] ZW=Wavelinx-enabled 4-PIN Twistlock Receptacle [9] ZD=SR Driver-enabled 4-PIN Twistlock Receptacle [9] ZW-SWPD4XX=WaveLinx, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting [9,12,13,14] ZW-SWPD5XX=WaveLinx, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting [9,12,13,14] ZD-SWPD4XX=WaveLinx, SR Driver, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting [9,12,13,14] ZD-SWPD5XX=WaveLinx, SR Driver, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting [9,12,13,14] (See Table Below)=LumenSafe Integrated Network Security Camera [15,16]	PRVSA-XX=Standard Arm Mounting Kit [18] PRVMA-XX=Mast Arm Mounting Kit [18] PRVWM-XX=Wall Mount Kit [18] PRVXLSA-XX=Standard Arm Mounting Kit [18] PRVXLMA-XX=Mast Arm Mounting Kit [18] PRVXLWM-XX=Wall Mount Kit [18] MA1010-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1017-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon HS/VERD=House Side Shield [8,19] VGS-F/B=Vertical Glare Shield, Front/Back [19] VGS-SIDE=Vertical Glare Shield, Side [19] OA/RA1013=Photocontrol Shorting Cap OA/RA1014=NEMA Photocontrol - 120V OA/RA1016=NEMA Photocontrol - Multi-Tap 105-285V OA/RA1201=NEMA Photocontrol - 347V OA/RA1027=NEMA Photocontrol - 480V FSIR-100=Wireless Configuration Tool for Occupancy Sensor [20] SWPD4-XX=WaveLinx Sensor, Dimming Motion and Daylight, WAC Programmable, 7' - 15' Mounting [12,13,14,21] SWPD5-XX=WaveLinx Sensor, Dimming Motion and Daylight, WAC Programmable, 15' - 40' Mounting [12,13,14,21] WOLC-7P-10A=WaveLinx Outdoor Control Module (7-PIN) [22]

NOTES:
1. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
2. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500001EN and pole white paper WP513001EN for additional support information.
3. Standard 4000K CCT and 70CRI.
4. 480V not to be used with ungrounded or impedance grounded systems.
5. Use dedicated IES files on product website for non-standard CCTs.
6. Option will come factory-installed. House Side Shield not suitable with T5 distribution. Not available with PRV-C60 lumen package.
7. Not available with PRV-C60 lumen package. Not available with PRV-P-C25 lumen package.
8. Salt spray tested to over 5,000 hours per ASTM B117 with a scribe rating of 9 per ASTM D1654. Also achieves 7,000-hour rating per ASTM B117 with a scribe rating of 4 per ASTM D1654. Extended lead times may apply.
9. Controls system is not available in combination with a photocontrol receptacle (PER or PER7) or another controls system (MS, SPB, ZD, or ZW). Option not available with DuraVolt (DV) voltage option.
10. Utilizes the Wattstopper sensor FSP-211. Sensor color white unless specified otherwise via PDR. To field-configure, order FSIR-100 accessory separately.
11. Utilizes the Wattstopper sensor FSP-3XX series. Sensor color determined by product finish. See Sensor Color Reference Table. Field-configure via mobile application. See Controls section for details.
12. Sensor passive infrared (PIR) may be overly sensitive when operating below -20°C (-4°F).
13. For the device to be field-configurable, requires WAC Gateway components WAC-PoE and WPOE-120 in appropriate quantities. Only compatible with WaveLinx system and software and requires system components to be installed for operation. See website for more WaveLinx application information.
14. Replace XX with sensor color (WH, BZ, or BK).
15. Only available in PRV-XL configurations C75, C100, C125, C150, or C175.
16. Not available with 347V, 480V, DV, or HA options. Consult LumenSafe system product pages for additional details and compatibility information.
17. Replace XX with paint color.
18. Not for use with PRVXL configurations.
19. Must order one per optic/LED when ordering as a field-installable accessory (1, 2, 4, or 6).
20. This tool enables adjustment to Motion Sensor (MS) parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative for more information.
21. Requires 4-PIN twistlock receptacle (ZD or ZW) option.
22. Requires 7-PIN NEMA twistlock photocontrol receptacle (PER7) option. The WOLC-7 cannot be used in conjunction with other controls systems (MS, ZD, ZW or LWR). Operates on 120-347V input voltages.
23. Only product configurations with these designated prefixes are built to be compliant with the Buy American Act of 1933 (BAA) or Trade Agreements Act of 1979 (TAA), respectively. Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.
24. For BAA or TAA requirements, Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.
25. DuraVolt drivers feature added protection from power quality issues such as loss of neutral, transients and voltage fluctuations. Visit www.signify.com/duravolt for more information.
26. If DuraVolt (DV) is specified, use a photocontrol that matches the input voltage used.

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

Product Family	Camera Type	Data Backhaul		
L=LumenSafe Technology	H=Dome Camera, High Res Z=Dome Camera, Remote PTZ	C=Cellular, Customer Installed SIM Card A=Cellular, Factory Installed AT&T SIM Card	V=Cellular, Factory Installed Verizon SIM Card S=Cellular, Factory Installed Sprint SIM Card	E=Ethernet Networking

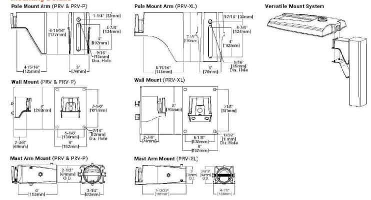
Stock Ordering Information

Product Family	Light Engine	Voltage	Distribution
PRVS=Prevail	C15=(1 LED) 7,100 Nominal Lumens C25=(2 LEDs) 13,100 Nominal Lumens C40=(2 LEDs) 17,100 Nominal Lumens C60=(2 LEDs) 20,000 Nominal Lumens	UNV=Universal (120-277V) 3-7=347V [2]	T3=Type III T4=Type IV
PRVS-XL=Prevail XL	C75=(4 LED) 26,100 Nominal Lumens C100=(4 LED) 31,000 Nominal Lumens C125=(4 LED) 36,000 Nominal Lumens C150=(5 LED) 41,100 Nominal Lumens C175=(5 LED) 48,600 Nominal Lumens		

NOTES:
1. All stock configurations are standard 4000K/70CRI bronze finish, and include the standard versatile mounting arm.
2. Only available in PRVS configurations C15, C25, C40 or C60.

Lumark — Prevail LED

Mounting Details

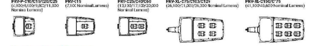


Mounting Configurations and EPAs

NOTE: For 2 PRV's mounted at 90°, requires minimum 3" square or 4" round pole for fixture clearance. For 2 PRV-XL's mounted at 90°, requires minimum 4" square or round pole for fixture clearance. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for applications.

Wall Mount	Arm Mount Single	Arm Mount 2 @ 180°	Arm Mount 2 @ 90°	Arm Mount 3 @ 90°	Arm Mount 4 @ 90°
	EPA 0.54 (PRV-P) EPA 0.92 (PRV) EPA 1.12 (PRV-XL)	EPA 1.08 (PRV-P) EPA 1.35 (PRV) EPA 2.25 (PRV-XL)	EPA 0.84 (PRV-P) EPA 1.42 (PRV) EPA 2.13 (PRV-XL)	EPA 1.38 (PRV-P) EPA 1.63 (PRV) EPA 2.52 (PRV-XL)	EPA 1.38 (PRV-P) EPA 1.63 (PRV) EPA 2.52 (PRV-XL)

Optical Configurations



Product Specifications

Construction
- Single-piece die-cast aluminum housing
- Tethered die-cast aluminum door

Optics
- Dark Sky Approved (3000K CCT and warmer only)
- Precision molded polycarbonate optics

Electrical
- -40°C minimum operating temperature
- 40°C maximum operating temperature
- >.9 power factor
- <20% total harmonic distortion
- Class 1 electronic drivers have expected life of 100,000 hours with <1% failure rate
- 0-10V dimming driver is standard with leads external to the fixture
- Standard MOV surge protective device designed to withstand 10kV of transient line surge

Mounting
- Versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8"
- A knock-out on the standard mounting arm enables round pole mounting
- Prevail and Prevail Petite: 3G vibration rated
- Prevail XL Mast Arm: 3G vibration rated
- Prevail XL Standard Arm: 1.5G vibration rated

Typical Applications
- Parking lots, Walkways, Roadways and Building Areas

Finish
- Five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness

Shipping Data
- Prevail Petite: 18 lbs. (7.94 kgs.)
- Prevail: 20 lbs. (9.09 kgs.)
- Prevail XL: 45 lbs. (20.41 kgs.)

Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Lumark — Prevail LED

Energy and Performance Data

View PRV-P IES files | View PRV IES files | View PRV-XL IES files

Power and Lumens

Product Family		Prevail Petite				Prevail				Prevail XL				
Light Engine		C10	C15	C20	C25	C15	C25	C40	C60	C75	C100	C125	C150	C175
Power (Watts)		35	49	73	94	52	96	131	153	176	217	264	285	346
Input Current @ 120V (A)		0.29	0.41	0.61	0.79	0.43	0.80	1.09	1.32	1.50	1.84	2.21	2.38	2.92
Input Current @ 277V (A)		0.13	0.18	0.27	0.35	0.19	0.35	0.48	0.57	0.66	0.82	0.97	1.04	1.25
Input Current @ 347V (A)		0.11	0.16	0.23	0.29	0.17	0.30	0.41	0.48	0.54	0.66	0.79	0.84	1.02
Input Current @ 480V (A)		0.08	0.12	0.17	0.22	0.12	0.22	0.30	0.35	0.40	0.48	0.57	0.62	0.74
Distribution [1]														
Type II	4000K Lumens	4,775	6,717	9,542	11,521	7,123	13,205	17,172	20,083	26,263	31,231	36,503	41,349	48876
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G5
	Lumens per Watt	138	137	131	122	137	138	131	131	149	144	138	145	141
	3000K Lumens [1]	4,869	6,593	9,369	11,312	6,994	12,965	16,860	19,718	25,786	30,664	35,840	40,598	47989
Type III	4000K Lumens	4,782	6,727	9,556	11,538	7,111	13,183	17,144	20,050	26,120	31,061	36,304	41,124	48610
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	138	137	131	123	137	137	131	131	148	143	138	144	140
	3000K Lumens [1]	4,695	6,603	9,383	11,329	6,982	12,944	16,832	19,686	25,646	30,497	35,645	40,377	47727
Type IV	4000K Lumens	4,880	6,863	9,752	11,774	7,088	13,140	17,087	19,984	26,098	31,035	36,274	41,089	48569
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B1-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	141	140	134	125	136	137	130	131	148	143	137	144	140
	3000K Lumens [1]	4,792	6,741	9,575	11,561	6,959	12,901	16,777	19,621	25,624	30,471	35,615	40,343	47687
Type V	4000K Lumens	5,067	7,123	10,126	12,226	7,576	14,045	18,264	21,360	28,129	33,450	39,097	44,287	52349
	BUG Rating	B3-U0-G2	B3-U0-G2	B4-U0-G3	B4-U0-G3	B3-U0-G3	B4-U0-G3	B4-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	146	145	139	130	146	146	139	140	160	154	148	155	151
	3000K Lumens [1]	4,975	6,993	9,942	12,004	7,438	13,790	17,932	20,972	27,618	32,843	38,387	43,483	51398

NOTES:
1. For 3000K, 5000K or R64 data, refer to published IES files.

Lumen Maintenance

Configuration	TM-21 Lumen Maintenance (50,000 Hours)	Theoretical L70 (Hours)
Prevail and Prevail Petite at 25°C	91.30%	> 194,000
Prevail and Prevail Petite at 40°C	87.59%	> 134,000
Prevail XL at 25°C	91.40%	> 204,000
Prevail XL at 40°C	89.11%	> 158,000

Sensor Color Reference Table (SPBx)

Housing Finish	Sensor Color
AP=Grey	Grey
BZ=Bronze	Bronze
BK=Black	Black
DP=Dark Platinum	Grey
GM=Graphite Metallic	Black
WH=White	White

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99

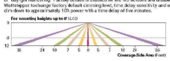
Lumark — Prevail LED

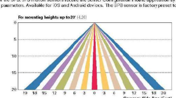
Control Options

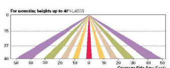
0-10V This fixture provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (PER and PER7) Photocontrol receptacles provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7-PIN standards can be utilized with the PER7 receptacle.

Dimming Occupancy Sensor (SPB, MS/DIM-LXX and MS-LXX) These sensors are factory installed in the luminaire housing. When the SPB or MS/DIM sensor options are selected, the luminaire will dim down after five minutes of no activity detected. When activity is detected, the luminaire returns to full light output. When a sensor for ON/OFF operation (MS-LXX) is selected, the luminaire will turn off after five minutes of no activity. These occupancy sensors include an integral photocell for "dusk-to-dawn" control or "daylight harvesting." Factory default is enabled for the MS sensors and disabled for the SPB. SPB motion sensors require the Sensor Configuration mobile application by Wattstopper to change factory default dimming level, time delay sensitivity and other parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes.



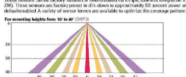




WaveLinx Wireless Control and Monitoring System Available in 7-PIN or 4-PIN configurations, the WaveLinx Outdoor control platform operates on a wireless mesh network based on IEEE 802.15.4 standards enabling wireless control of outdoor lighting. At least one Wireless Area Controller (WAC) is required for full functionality and remote communication (including adjustment of any factory pre-sets).

WaveLinx Outdoor Control Module (WOLC-7P-10A) A photocontrol that enables astronomic or time-based schedules to provide ON, OFF and dimming control of fixtures utilizing a 7-PIN receptacle. The out-of-box functionality is ON at dusk and OFF at dawn.

WaveLinx Wireless Sensor (SWPD4 and SWPD5) These outdoor sensors offer passive infrared (PIR) occupancy sensing and a photocell for closed-loop daylight sensing. These sensors can be factory installed or field-installed via simple, tool-less integration into luminaires equipped with the Zhaga Book 18 compliant 4-PIN receptacle (ZD or ZW). These sensors are factory preset to dim down to approximately 50 percent power after 15 minutes of no activity detected, and the photocell for "dusk-to-dawn" control is default enabled. A variety of sensor lenses are available to optimize the coverage pattern for mounting heights from 7'-40'.



LumenSafe (LD) The LumenSafe integrated network camera is a streamlined, outdoor-ready camera that provides high definition video surveillance. This IP camera solution is optimally designed to integrate into virtually any video management system or security software platform of choice. No additional wiring is needed beyond providing line power to the luminaire. LumenSafe features factory-installed power and networking gear in a variety of networking options allowing security integrators to design the optimal solution for active surveillance.

Cooper Lighting Solutions
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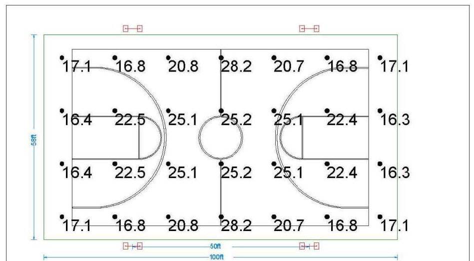
Specifications and dimensions subject to change without notice.

Mounting Height: 25'-0"

Calculation Height: 3'-0" above playing surface

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lum Lumens	Description	Total Watts
	4	PRV-XL-C125-T4- 2 ro	ROTATED OPTICS	0.870	36274	PRV-XL-C125-D-UNV-T4-BZ-b2b-rotated optics	2112

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
Court_3FT AFF	Illuminance	Fc	20.75	28.2	16.3	1.27	1.73	15	15



Ormond Rec Center Basketball Court

The calculations provided in this report are predicted lighting levels based on the above described input data and characteristics. All information should be reviewed for accuracy, understanding and agreement with all information. Any discrepancies should be noted and the preparer of this report immediately advised to clarify or change as required.

Actual lighting levels may vary from this report due to a variety of circumstances, such as: reflectances, voltage variations, objects blocking or redirecting light, different mounting heights, installation, lamp and ballast tolerances, etc. Room is considered completely empty unless noted otherwise above. Unless specifically stated otherwise, predicted foot candles are not a recommendation of lighting levels.

Ardd & Winter, Inc. assumes no responsibility for any such variances and will not be held responsible for lighting levels different from predicted levels in this report. Recipient of this report, or someone designated by recipient, must verify that lighting fixtures will physically fit within the specified location(s). Catalog numbers of lighting fixtures may not be complete as all conditions may not be known.

Where backgrounds are shown, these are typically used for reference purposes only, unless noted otherwise. Additional details available upon request.

Ardd+Winter Lighting Manufacturer Representatives

Calculations By: WES
Revised By:
Date: 1/21/2022
Scale: Not to Scale

Project Name: Ormond Rec Center Basketball Court
Revision: P1

Page 1 of 2

REVISIONS

DATE	DESCRIPTION

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Civil Engineering, Transportation, CEI & Landscape Architecture

NEWKIRK ENGINEERING INC.

DETAILS AND NOTES

SOUTH ORMOND REC CENTER BASKETBALL COURT

BOSTROM LANE
ORMOND BEACH, FLORIDA 32174

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HOLUB DEVELOPMENT

HARRY NEWKIRK LICENSE No. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

Harry Newkirk

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2022-72
DATE:	MARCH 2022
DESIGN BY:	HHN
DRAWN BY:	JTJ
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

3