



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
April 19, 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. Civil Air Patrol Awards
 - B. Emily Kraft
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting – April 5, 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. 2022-56: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A NITROGEN PROBE FROM HACH COMPANY FOR THE WATER RECLAMATION FACILITY; AUTHORIZING**

THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2022-57:** A RESOLUTION ACCEPTING THE PROPOSAL OF EMPIRE COMPUTING & CONSULTING, INC., REGARDING INSTALLATION OF THE POLICE DEPARTMENT ACCESS CONTROL SYSTEM AND THE PROVISION OF SUPPORT SERVICE ON AN AS NEEDED BASIS; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2022-58:** A RESOLUTION ACCEPTING THE PROPOSAL OF STRATEGIC PLANNING GROUP, INC., REGARDING PROFESSIONAL SERVICES TO PERFORM AN UPDATE TO THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2022-59:** A RESOLUTION APPROVING SETTLEMENTS WITH CVS HEALTH CORP., TEVA, AND ALLERGAN IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; AUTHORIZING THE EXECUTION OF SETTLEMENT PARTICIPATION FORMS, INCLUDING ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **Volusia League of Cities 2022 Distinguished Service Awards**

Staff Contact: Claire Whitley, Assistant City Manager (386-676-3202)

Disposition: Approve as recommended in the City Manager memorandum dated April 19, 2022.

- F. **City Manager Status Report, April 2022**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 19, 2022.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2022-11:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING

THE FUTURE LAND USE MAP TO INCORPORATE THE PROVISIONS OF THE SECOND AMENDED NORTH US HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING TRANSMITTAL; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **ORDINANCE NO. 2022-12:** 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 FOR REAL PROPERTY TOTALING 19.19± ACRES ASSOCIATED WITH THE RIDGEHAVEN PROPOSED SUBDIVISION FROM “LOW INTENSITY COMMERCIAL” (LIC) TO “MEDIUM DENSITY RESIDENTIAL” (MDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2022-13:** AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 23, 2022; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 8, 2022; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

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

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

- B. 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. **(SECOND READING)**

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

April 5, 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. 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 Moisiso, 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, PREFERRED 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

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Neal J. Ganzel, Jr., Coquina Presbyterian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Mayor Partington discussed the events that happened in Ukraine and requested a moment of silence.

Item #4 – Presentations and Proclamations

Item #4A – Julia Truilo

Mayor Partington presented a proclamation to Ms. Julia Truilo, in honor of her service with Ormond Beach MainStreet. He discussed her history within the community and proclaimed April 5, 2022, as a day to recognize her for her achievements. He encouraged residents to join him in wishing Ms. Truilo the best in her well-deserved retirement and presented her with a key to the city.

Ms. Truilo thanked the city for their support over the years.

Item #4B – Water Conservation Month

Mayor Partington presented Public Works Director Shawn Finley with a proclamation recognizing April 2022, as Water Conservation Month in the City of Ormond Beach.

Item #4C – National Crime Victims' Rights Week

Mayor Partington proclaimed the week of April 24-30, 2022, as National Crime Victims' Rights Week in the City of Ormond Beach and presented Ormond Beach Police Department Victim Advocate Evelyn Rebstini with a proclamation.

Item #4D – Child Abuse Prevention Month

Mayor Partington presented Ms. Rebstini with a second proclamation to recognize April 2022, as Child Abuse Prevention Month in the City of Ormond Beach.

Item #5 – Audience Remarks

Mayor Partington noted no audience remarks cards had been submitted.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the March 22, 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 Selby moved, seconded by Commissioner Persis, for approval of the March 22, 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 Selby, 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

No one had additional comments on the consent agenda.

Item #8 – Public Hearings

Item #8A – 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. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2022-06, 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 #8B – 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.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2022-07, on second reading, as read by title only.

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

Item #8C – Code of Ordinances Amendment, Sections 4-3, 15-92, and 15-99

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Ann-Margret Emery, Deputy City Attorney, explained the ordinance was to expand the types of alcohol non-profit organizations would be allowed to serve on city property. She stated the non-profit organizations would need a special exception permit which would go before the Commission for approval.

Commissioner Selby inquired if the approval would be event specific or if an organization could receive a blanket approval; whereby, Ms. Emery stated an organization could amend their service agreement if there would be multiple events.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2022-08, 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 #8D – Code of Ordinances Amendment, Sections 2-258, 8-4, and 14-98

City Clerk Susan C. Dauderis read by title only:

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.

Ms. Emery explained the ordinance was meant to simplify the lien release process by allowing staff to release a satisfaction of lien once paid in full. She stated if someone requests a reduction on the fine, the request would still be brought before the Commission for review.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2022-09, on first reading, as read by title only.

Mayor Partington thanked staff for streamlining the lien release process.

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

Item #8E – 72 Warwick Avenue, Lien for Unsafe Building Demolition

City Clerk Susan C. Dauderis read by title only:

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.

Mr. Steven Spraker, Planning Director, explained the property had an unsafe structure, noting when the structure was not brought to compliance which led to the demolition of the property. He stated staff was looking to place a lien on the property.

Commissioner Selby stated the process included the Chief Building Official, City Engineer and Fire Chief all agreeing the property should be demolished. He recommended staff look into an ordinance change to allow staff to place a lien. He inquired if staff had the authority to place a lien; whereby, Mr. Randy Hayes, City Attorney, requested time to allow staff to look into the legal requirements.

Mayor Partington agreed with Commissioner Selby and felt his suggestion could help streamline the process.

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Resolution No. 2022-55, 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 – Discussion and Direction Item

Item #9A – South Ormond Neighborhood Center Outdoor Basketball Court

Ms. Joyce Shanahan, City Manager, explained Mr. Paul Holub, Holub Development, requested to donate the design and installation of a new outdoor basketball court and update the lighting at the South Ormond Neighborhood Center.

Commissioner Kent stated his support of the donation and the updating of the lights to LED as it would be brighter and make the area safer.

Commissioner Persis stated her support of the item.

Mayor Partington discussed his support of the item and improvements at the South Ormond Neighborhood Center, noting the parks features.

Commissioner Kent moved, seconded by Commissioner Persis, for acceptance of the basketball court and lighting improvements.

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

Item #11 – Reports, Suggestions, Requests

Upcoming Meetings

Ms. Shanahan stated there was a shade meeting scheduled for April 19, 2022, regarding collective bargaining. She explained there was a workshop for impact fees and a reclaimed water workshop tentatively scheduled in May 2022.

365 Old Kings Road

Ms. Shanahan informed the Commission the debris removal at 365 Old Kings Road was almost complete.

Lien Process

Commissioner Littleton stated he supported Commissioner Selby’s recommendation for staff to be able to place liens without the Commissions approval.

Compliments

Commissioner Littleton thanked Neighborhood Improvement Manager Chris Mason, his staff and Executive Secretary Terri Hamsher for their work on an issue that occurred on Arroyo Parkway.

Commissioner Persis congratulated the proclamation recipients and thanked them for their hard work. She thanked Pastor Ganzel Jr. for his invocation regarding Ukraine. She complimented the fire department on response time and assistance provided to a friend when he had a life-threatening incident. She thanked the police and fire departments for the work they do every day.

Mayor Partington stated he watched an episode of Undercover Boss where a Mayor went around their city and visited the police, fire and leisure services departments. He explained while watching he thought of the impressive staff within the City of Ormond Beach.

Events

Commissioner Kent invited residents to attend Movies on the Halifax at The Casements on the first Friday night of the month.

Transportation Planning Organization

Mayor Partington explained he volunteered on the Transportation Planning Organization (TPO) Executive Director Search Committee and explained four of the five final candidates withdrew their consideration for the position. He stated the committee recommended to the TPO board to suspend the search and maintain the interim director for six months.

Item #12 – Adjournment

The meeting was adjourned at 7:47 p.m.

APPROVED: April 19, 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: Shawn Finley, Public Works Director

Date: April 19, 2022

Subject: Approval of a Sole Source Procurement from Hach Company

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for City Commission authorization of a sole source purchase from Hach Companies, for a nitrogen sensor probe at the City's Water Reclamation Facility (WRF).

Background

The City's WRF uses nitrogen sensing probes to detect the level of nitrogen in the water of the treatment basins. Hach nitrogen probes are the standard sensor used at the WRF based upon a number of factors including data consistency, past performance of the parts, ensuring that the probes can be rebuilt, availability, vendor service and cost efficiency. This nitrogen probe will be added at the end of the post anoxic treatment process to detect the amount of nitrogen removed by the Bardenpho process.

Discussion

A quote was requested and subsequently received on February 9, 2022 from Hach Companies to purchase a Nitratax Plus sensor with automatic cleaning and stainless steel mounting hardware in the amount of \$27,781. Several Hach probes are already used at the WRF and are tied into the operators SCADA system for constant plant monitoring. The Nitratax sensors will maintain consistency in data acquisition to compare nitrogen removal at various stages in the treatment process. Nitratax is a sole source product manufactured and distributed by Hach Companies. The Nitratax sensor sole source procurement request was placed on Demandstar for 7 days with no response.

Budget Impact

Funding for water and wastewater facility maintenance and repair activities is included

in the Capital Improvement Plan, and is budgeted in Fund 409 - Water and Wastewater General Facility and System Upgrades, which has a total budget of \$980,000.

Citizen Impact

The use of data sensors in the WRF supports and improves treatment processes at the WRF in compliance with all applicable regulatory standards.

Recommendation

Staff recommends approval for the sole source purchase of a Nitratax Plus sensor for the City's WRF.

Attachments:

- 22-56 Nitrogen Sensor-Hach (P22-0029G) (PDF)
- HACH Nitrogen Sensor Quote (PDF)
- Hach Sole Source Supplier (PDF)
- Hach Sole Source Justification (PDF)
- HACH Purchase Authorization (PDF)
- MT 5001 Purchase Authorization (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/5/2022


Claire Whitley, Assistant City Manager 4/12/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2022

RESOLUTION NO. 2022-56

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF A NITROGEN PROBE FROM HACH COMPANY FOR THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, nitrogen probes are used at the Water Reclamation Facility to detect the level of nitrogen in the water of the treatment basins, and

WHEREAS, due to recent revisions in the chlorine contact chamber at the Water Reclamation Facility, an additional probe is needed for monitoring, and

WHEREAS, Hach Company manufactures the only probes that are compatible with the City's existing probes and will maintain consistency in data acquisition, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization for the purchase of one Nitratax nitrogen probe from Hach Company in the amount of \$27,781.51 (a copy of the Purchase Authorization is attached hereto and incorporated herein by reference), and

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

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

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the sole source purchase of one Nitratex nitrogen probe for the City's Water Reclamation Facility in the amount of \$27,781.51, and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 19th day of April, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Quotation

Quote Number: 100740864v3

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01-Apr-2022

Quote Expiration: 01-May-2022

CITY OF ORMOND BEACH
ACCOUNTS PAYABLE
PO BOX 277
ORMOND BEACH, FL 32175-0277

Name: Al Waitt
Phone: 904-676-3240
Email: al.waitt@ormondbeach.org

Customer Account Number : 036058

Sales Contact: Hector Tarraza Email: htarraza@hach.com Phone: 787-231-2661

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV417.99.20002	Nitratax plus sc Sensor, 2 mm path length with automatic cleaning	1	23,553.15	23,553.15
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord	1	2,822.47	2,822.47
3	LZY714.99.52220	Stainless steel pole mounting hardware Nitratax, 24 cm bracket	1	727.89	727.89
Estimated Freight Charges				\$	678.00
Grand Total				\$	27,781.51

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated

herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

7.A.b

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Hector Tarraza
Title: Regional Sales Manager - Central Florida
Phone: 787-231-2661
Email: htarraza@hach.com

**HACH COMPANY****Headquarters**

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

The Sole Authorized Manufacturer and Distributor (Direct/Indirect) Letter

February 9, 2022

Customer Name: City of Ormond Beach

Customer Address: PO Box 277

Customer City, State & Zip: Ormond Beach, FL 32175

Customer Account Number: 036058

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

This letter is to confirm that Hach Company is the sole authorized manufacturer and distributor (direct/indirect) of the item(s) listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: February 17, 2022

Vendor: HACH Company Corp Cost: \$27,787.51

Requested by: Al Waitt Department: Wastewater Treatment Plant

Per City Ordinance Sec. 2-300(g)- A contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested in detail:

This is for a Hach Nitratax plus nitrogen probe that is automatic cleaning with digital sensors and stainless steel mounting hardware. The probe will use the existing Nitratax Preventive Maintenance and Calibration Service Contract which the City already has with Hach.

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

The plant already has several Hach probes in operation. They are the City's standard for nitrogen probes. The plant has an existing service and maintenance contract with HACH as they are the only vendor that will rebuild equipment.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

This Hach probe is selected in order to maintain consistency with data recordings and operation of the Hach probes already installed. HACH Company Corp is the only vendor authorized to perform any repair, start up service, or maintenance on their instruments. High standard calibration and certification are essential to accurate plant operation data.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and is in the best interest of the City of Ormond Beach. I know of no conflict of interest on my part or any other individual's part, nor do I have any personal involvement in any way with the supplier(s) involved. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Tim Heyrend, Utilities Manager



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition #: 2200666
Vendor: Hach Company
Resolution No. 2022-XX

Requisition By: Finley
Date: 4/19/2022

Reason: Purchase of HACH Nitrogen Sensor

Funding: Fund 409 – Water & Wastewater Renewal & Replacement

PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1	Part #LXV417.99.20002 Nitratax plus sc Sensor, 2 mm path length with automatic cleaning	EA	1	\$23,553.15	\$23,553.15
2	Part #LXV525.99A11551 SC4500 Controller, Prognosys, 5x mA Output, 2 Digital Sensors, 100-23- VAC, without power cord	EA	1	\$2,822.47	\$2,822.47
3	Part #LZY714.99.52220 Stainless Steel Pole Mounting Hardware Nitratax, 24 cm bracket	EA	1	\$727.89	\$727.89
	Estimated Freight		1	\$678.00	\$678.00
				Total:	\$27,781.51

CITY OF ORMOND BEACH:

MAYOR – Bill Partington

CITY MANAGER – Joyce A. Shanahan

DATE:

HACH COMPANY:

SIGNATURE

PRINT NAME/TITLE

WITNESS

DATE: _____

Quotation

Quote Number: 100740864v3

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 01-Apr-2022

Quote Expiration: 01-May-2022

CITY OF ORMOND BEACH
ACCOUNTS PAYABLE
PO BOX 277
ORMOND BEACH, FL 32175-0277

Name: Al Waitt
Phone: 904-676-3240
Email: al.waitt@ormondbeach.org

Customer Account Number : 036058

Sales Contact: Hector Tarraza Email: htarraza@hach.com Phone: 787-231-2661

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV417.99.20002	Nitratax plus sc Sensor, 2 mm path length with automatic cleaning	1	23,553.15	23,553.15
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord	1	2,822.47	2,822.47
3	LZY714.99.52220	Stainless steel pole mounting hardware Nitratax, 24 cm bracket	1	727.89	727.89
Estimated Freight Charges				\$	678.00
Grand Total				\$	27,781.51

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated

herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

7.A.e

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Sales Contact:

Name: Hector Tarraza
Title: Regional Sales Manager - Central Florida
Phone: 787-231-2661
Email: htarraza@hach.com

**HACH COMPANY****Headquarters**

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

Purchase of Nitrous Oxide Sensor, Controller, and Mounting Hardware

Parties: City of Ormond Beach ("Customer")
HACH Company ("Supplier")

Date: April 19, 2022

Recitals: Customer and Supplier are entering into a Purchase Authorization for the purchase of Supplier's goods ("Goods"). This Document is intended to enable the parties to enter an Agreement for the purchase of Goods without prolonged or complex negotiations over terms and conditions. Accordingly, the parties will incorporate Quotation 100740864v3 with this Document into the Customer's Purchase Authorization and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. Indemnification. Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

2. Limitation on Liability. THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT, and except for any claims for negligence, the limitation shall be this amount or HACH's general liability insurance limits, whichever is higher.

3. Warranty. Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Intellectual Property; Information Technology; Privacy. Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

5. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier

recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

6. Acceptance. Except to the extent agreed upon in writing by Supplier's CFO, all Goods are deemed accepted upon delivery and early payment discounts do not apply. Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

7. Funds Transfers (Payments). Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

8. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Agreement, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, intending thereby to be legally bound.

City of Ormond Beach

By: _____

Name: Bill Partington

Title: Mayor

Date: April 19, 2022

HACH Company:

By: _____

Name: _____

Title: _____

Date: _____

Attest

By: _____

Name: Joyce Shanahan

Title: City Manager

Date: April 19, 2022



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2200666
Vendor: Hatch Company
Resolution No. 2022-56

Requisition By: Finley
Date: 3/22/2022

Reason: Purchase of one Nitratax Nitrogen Probe

Purchase of on Nitratax Nitrogen Probe
Funding through Fund 409 – Water and Wastewater Fund

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	Nitratax plus sc Sensor LXV419.99.20002	EA	1	\$23,553.15	\$23,553.15
2	SC4500 Controller LXV525.99A11551	EA	1	\$2,822.47	\$2,822.47
3	Stainless steel pole mounting hardware LZY714.99.52220	EA	1	\$727.89	\$727.89
4	Freight	EA	1	\$678.00	\$678.00
				Total:	\$27,781.51

TERMS AND CONDITIONS

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

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

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

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

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

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

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

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

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

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

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

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

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

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



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: Alex Schumann, City Engineer

Date: April 19, 2022

Subject: Police Department Access Control Bid Award

Commission Goal: Public Safety - Other

Introduction

This is a request for the City Commission to approve the award of a contract for Police Department Access Control Project, RFP Number 2022-09 to Empire Computing & Consulting, Inc.

Background

On January 4, 2022, the City Commission authorized staff to advertise RFP No. 2022-09 for Ormond Beach Police Department Access Control to be opened on February 8, 2022. City staff received seven (7) bid responses to RFP No. 2022-09. The RFP Evaluation Committee met on February 23, 2022 to rank the proposed bidder. The RFP scoring criteria included: Proposed System & Hardware, 0-40 points; Service & Support, 0-20 points; and Price 0-20 points. Empire Computing & Consulting received 284 out of a possible 300 points available from the three (3) evaluation committee members.

Discussion

Empire Computer & Consulting has performed many other Information Technology services for the City including the as-needed technology contracting services and various computer hardware. Empire Computer & Consulting has been very responsive and provided an excellent level of service to the City with their promptness to mobilize, knowledge, availability to mobilize, and expertise in networking and computers.

Budget Impact

The proposal from Empire Computer & Consulting was the lowest cost proposal at \$192,451 which includes additional recommended hardware (\$600) and door modifications (\$500 hardware for evidence exterior door). This project was budgeted in Fund 317 - Facilities Renewal and Replacement Fund at \$268,000.

Citizen Impact

A reliable operating access control system for the Police Department is critical in providing a secure facility for both police officers and the general public to deliver and receive public safety services.

Recommendation

Staff recommends the City Commission approve the award of contract RFP 2022-09 Police Department Access Control Project and related service activities to Empire Computing & Consulting, Inc. in the amount of \$192,451.

Attachments:

- 22- 57 PD Access-Empire Computing (P22-0040G) (PDF)
- Empire Computing (PD access control P22-0040G) (PDF)
- RFP 2022-09 Eval. Comm. Scoring (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 4/8/2022


 Claire Whitley, Assistant City Manager 4/12/2022

APPROVED BY:


 Joyce A. Shanahan, City Manager 4/14/2022

RESOLUTION NO. 2022-57

A RESOLUTION ACCEPTING THE PROPOSAL OF EMPIRE COMPUTING & CONSULTING, INC., REGARDING INSTALLATION OF THE POLICE DEPARTMENT ACCESS CONTROL SYSTEM AND THE PROVISION OF SUPPORT SERVICE ON AN AS NEEDED BASIS; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for installation of the Police Department access control system and the provision of support service (the Project) (RFP No. 2022-09), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's professional staff reviewed the seven (7) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Empire Computing & Consulting, Inc. for installation of the access control system in the amount of \$192,451.00 and the provision of support service on an as needed basis (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Empire Computing & Consulting, Inc. and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of Empire Computing & Consulting, Inc. to provide services for installation of the Police Department access control system as well as the provision of support service on an as needed basis is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Empire Computing & Consulting, Inc.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement with Empire Computing & Consulting, Inc. for the Project in the amount of \$192,451.00 and to pay the cost thereof from the Facilities Renewal & Replacement Fund.

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

APPROVED AND AUTHENTICATED this 19th day of April, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Empire Computing & Consulting, Inc.** (“Contractor”), 120 N. Frederick Avenue, Daytona Beach, FL 32114, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2022-09 “Ormond Beach Police Department Access Control”) dated February 9, 2022, attached hereto as Exhibit “A”, and the Proposal dated February 10, 2022, attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. As-needed support services will be provided for one (1) year beginning on the effective date of this Agreement.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days. Final payment will be made only after delivery and installation of the equipment and completion of the City’s final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits. Demolition of the existing access control system and installation of the new access control system is anticipated to take 25 business days.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach

Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor

Empire Computing & Consulting, Inc.
David A. Campos, President
120 N. Frederick Avenue
Daytona Beach, FL 32114

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.
18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence
 \$2 Million General Aggregate
 \$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

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

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

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court

costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
 - (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized

alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this ____ day of _____, 2022.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

BILL PARTINGTON
Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2022.

Witnesses:

**EMPIRE COMPUTING &
CONSULTING, INC.**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach Police Department Access Control

RFP NUMBER: 2022-09

RFP OPENING DATE & TIME: February 8, 2022 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: January 27, 2022 at 10:00am

SITE VISIT: January 27, 2022 FOLLOWING PRE-PROPOSAL MEETING

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

PROPOSER'S NAME: Empire Computing & Consulting, Inc.

PROPOSER'S MAILING ADDRESS: 120 N. Frederick Avenue

CITY-STATE-ZIP: Daytona Beach FL 32114

F.E.I.N.: 59-3284389

PHONE NUMBER: 386-253-6506

EMAIL: gloriab@empirecomputing.com

If returning as a "No Submittal", please state reason (s

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

X

AUTHORIZED SIGNATURE (MANUAL)

David A. Campos

NAME (TYPED)

President/CEO

TITLE

02/09/2022

DATED

GENERAL CONDITIONS

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

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

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

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is requesting proposals and intends to select a qualified firm or individuals interested in performing a demolition and removal of the existing access control system, and installation of a new expanded access control to including camera systems. Also included with this proposal shall be a (1) one year service contract with options for renewal.

Background

The City is seeking services to remove the four (4) existing independent access and four control systems and an existing analog CCTV surveillance system. The scope of work is to upgrade all four (4) access control systems with one new consolidated global system. The analog CCTV system shall be upgraded with a new IP based system that is fully integrated with the new global access control system. The four (4) access control systems are as follows:

1. System #1 is an access control system controlling selected exterior perimeter doors. This system utilizes proximity card readers and electric locks and or strikes. The existing doors served under the current access control system and new additional doors added to the system will be controlled via the new global access control system.
2. System #2 is an access control system controlling two mantraps serving entry/exit to the cell holding area. This system utilizes proximity card readers, biometric readers and electric locks. The existing mantrap door served under the current access control system will be controlled via the new global access control system
3. System #3 is a door control system controlling four holding cell doors. The Door control functions for the cell doors are being kept the same. The door control functions will be via the new global access control system.
4. System #4 is a sally port system integrating with one of the mantrap systems. This system utilizes proximity card readers and motor control of the coil overhead doors. This sally port system will be integrated with the mantrap system via the new global access control system.

The new upgraded IP CCTV surveillance system should be provided with a video management software that fully integrates with the new global access control system. The new global access control system and the IP video system should be capable to be expanded to multiple buildings and sites within the city management. Communications to all remove future system sites will be via City owned fiber optic network.

The proposal should address as many of the following as possible:

SERVICE	Single Pane US Based service Local support CJIS Certified technicians Owner occupancy during installation Installation duration
SYSTEM	Expandable “Single Pane of Glass” Updates pushed automatically Cloud/remote access 24/7 continuous monitoring Number of sites/cameras/locks on system FIPS 201-2 HSPD-12

SECURITY- Mantrap/cell holding 2FA
 Tamper proofing
 Door Held open alarm
 Lock Down Mode

Hardware Camera frame rates, resolution, fixed vs PTZ
 Door lock switching, and storage locations (local vs remote)

COST Annual license Cost
 Additional sites

ESTIMATED QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT
1	Hardwired Doors	61	EA
2	Camera	35	EA
3	Vehicle Gate	2	EA
4	Mantrap	2	EA
5	Sally port Gate	2	EA

ADDITIVE ALTERNATE (CITY HALL)

ITEM	DESCRIPTION	QTY	UNIT
1	Hardwired Doors	31	EA
2	Camera	3	EA

SCHEDULE OF PROPOSAL

January 9, 2022	Legal Advertisement
January 27, 2022 10:00 AM	Non-mandatory pre-submittal meeting City Hall Training Room, 22 South Beach Street Site visit to follow meeting.
February 1, 2022 5:00 PM	Last day for questions
February 8, 2022 2:00 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in a single sealed envelope. Submit proposals to the Support Services Administration Desk, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
February 9, 2022 – February 15, 2022	Proposal Review and Rankings
March 15, 2022	City Commission Approval of contracts

TERM OF AGREEMENT

The contract will be for the duration of this project.

GENERAL INSTRUCTIONS

- **Inquiries:** Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until the noted last day for questions. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

The last day to submit questions is February 1, 2022 at 5:00pm.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** Proposals shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174

It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

- **Addenda and Supplements to the Request for Proposals (RFP):** In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.
- **Rejection Rights:** The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- **Cost of Proposal Preparation:** No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- **Proposals to be in Effect:** Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

V. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of a representatives from Police, and Information Technology. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

SELECTION OF FIRM

Professional Qualifications: Any firm or individual experienced and authorized to do business in the State of Florida is invited to submit a qualifications packet. The firm must possess professional service registrations and construction licenses in accordance with applicable statutes, regulations, and rules. The firm must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

Insurance Requirements: The firm shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The firm

shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

Information to be Submitted:

One (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive:

TAB 1 – General – 10 Points

1. Letter of interest.
2. Request for Qualification form, completed.
3. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
4. Copy of firm's certificate of insurance.
5. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
6. Completed Drug-Free Workplace Certification.
7. Verification of Employment Status Using E-Verify System

TAB 2– Proposed System & Hardware – 40 Points

The firm's proposed system and hardware will be evaluated against the list above (pages 7 & 8) as well as against other proposed submittals

TAB 3 – Service & Support – 20 Points

The firm's proposed service and support will be evaluated against the list above (pages 7 & 8) as well as against other proposed submittals.

TAB 4 –Cost – 20 Points

The firm should include a proposed unit price cost for the project as outlined in the plans and RFP.

TAB 5–Service Location – 10 Points

Provide a map illustrating the project location and relative location of offices from which the project will be serviced. Weight will be given to the availability of local resources in close proximity to the project site. The scoring will be as follows based on shortest driving distance:

Item Max. Score

With office greater than 50 miles from project site	4 points out of a possible 10 points for this evaluative component.
With office between 50 miles and 25 miles from project site	6 points out of a possible 10 points for this evaluative component.

With local office less than or equal to 25 miles	10 points out of a possible 10 points for this evaluative component.
--	--

Evaluation Criteria: The most important evaluation emphasis will be placed upon the proposed system, hardware, service and support. Evaluation will also be based upon the cost of the system. The location of the firm's service office where the service work will occur from will also be an important factor.

A designated selection committee will review and evaluate responses to this RFP for each firm and will rank the submittals based on the Evaluation Form attached as Exhibit 1. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. The City intends to select one (1) firm or team for this contract. A final contract will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

VI. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Exhibit A: Risk Management and Insurance Requirements

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

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

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

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

State Certified /Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract,

cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all

applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

- (f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.

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

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth therein.

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

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
02/07/2022
01/31/2022

Addendum Number
#2
#1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Empire Computing & Consulting, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 120 N. Frederick Avenue, Daytona Beach, FL 32114PHONE NO.: 386-253-6506 FAX NO.: _____SUBMITTER'S NAME: David A. Campos, Jr.
(Typed or Printed in Ink)TITLE: President/CEOAUTHORIZED SIGNATURE: I,  _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

☒ [X] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ [X] The undersigned firm has had no litigation on any project in the last five (5) years.

☐ [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Empire Computing & Consulting, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

David A. Campos, Jr.

SIGNER'S NAME (PRINT OR TYPE)

President/CEO

TITLE

02/09/2022

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Empire Computing & Consulting, Inc.

 Company Name

 Authorized Signature
 David A. Campos, Jr.

 Print Name
 President/CEO

 Title

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Empire Computing & Consulting, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE
David A. Campos, Jr.

NAME
President/CEO

TITLE
02/09/2022

DATE

Exhibit 1

EVALUATION FORM
Ormond Beach Police Department Access Control
RFQ 2022-09

Name of Firm: _____

Reviewer: _____

Date: _____

Points

General (10 pts Max)

Proposed System & Hardware (40 pts Max)

Service & Support (20 pts Max)

Cost (20 pts Max):

Service Location (10 pts Max):

TOTAL POINTS:

Rank

ADDENDUM NO. 1

January 31, 2022

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 1 to the RFP for
Ormond Beach Police Department Access Control
RFP No. 2022-09

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

Last day for questions is now February 4, 2022 at Noon.

QUESTIONS and ANSWERS

Question 1: Is it expected that other city remote sites will be completed this year?

Answer: Possibly City Hall, other remote sites possibly in future years.

Question 2: What is the proposed budget for this project?

Answer: The Engineer's estimate for this project is \$176,000.00 for the Police Department.

Question 3: This requires a payment performance bond/service bond, not a bid bond, correct.

Answer: There is no bid bond.

Question 4: On the doors, are we expected to replace all hardware or use existing hardware?

Answer: Upon project completion hardware should be fully functional and not have the ability to be manually overridden.

Question 5: Will a floor plan be made available showing doors, cameras, existing and new electronic locks?

Answer: Included with this addendum.

Question 6: Is work expected to be done in off-peak hours or normal business hours.

Answer: There is no requirement for off-peak hours.

Question 7: Any CJIS requirements for installation company?

Answer: That would be preferred but an escort can be arranged if not.

Question 8: Are other projects being carried out at the Police Department at the same time, if so, are we expected to work with current General Contractor?

Answer: This is a standalone project. There is a facility hardening project going on right now that we anticipate being completed prior to this project.

Question 9: What is your expectation for the headend? Control Center? Work Station?

Answer: We would prefer that the system be accessible from a desktop, and cloud hosted.

Question 10: Should this including badging and credentials?

Answer: Yes.

Question 11: You are calling for FIPS and HSDP, is that a requirement or a wish list?

Answer: They are not required but are preferred.

Question 12: Are existing cameras going to remain on-line or be replaced?

Answer: The cameras will be removed and replaced.

Question 13: Will PD be store database of users on-site or is it expected that vendor will provide storage? Also, how many people would be in the training process?

Answer: We are open to any solution but would prefer a cloud based system with vendor provided storage. For the initial roll out there would be approximately 12 involved in training.

Question 14: Can you confirm the number of credentials and number of workstations?

Answer: The initial installation would include approximately 10 workstations, but would need the ability to expand to up to 100 workstations. Approximately 100 credentials are anticipated at PD, with ability to expand to approximately 400.

Question 15: Regarding video, how many days of storage are you looking for and what are the expected frame rates and resolution? Would you want the server to be expandable storage?

Answer: We would look for 29 days of storage, with a minimum of 24fps at 1080 resolution

Question 16: Should this be an NDAA compliant system?

Answer: This is not required but is preferred

Question 17: Regarding badging, would you want a badge printer?

Answer: Yes.

Question 18: Will this be a stand-alone project or will it be on the city's infrastructure? Will the city provide any necessary switches? Will there be a standard for the switches?

Answer: This project will be stand-alone network. The vendor would provide any switches necessary for the project. The switches should be capable of power over ethernet to the cameras.

Question 19: Is a Bid Bond Required?

Answer: There is no bid bond.

Question 20: Is there conduit from the exterior lot gates to the building?

Answer: Yes, there is a power conduit from the building to the gates.

Question 21: What voltage is available at the exterior vehicle gates?

Answer: The gate currently operates on 110v

Question 22: Can the City please provide drawings indicating the existing doors with access control and showing the new doors? (Floorplans)

Answer: Included with this addendum

Question 23: Will the new doors require a PIR REX or does the city want to upgrade the hardware to electrified locksets with built in REX?

Answer: The city would prefer a request to exit button, no infrared.

Question 26: Does the video storage require the use of RAID disks?

Answer: The City would prefer reliable and recoverable cloud based system.

Question 28: Will the new cameras reside on the existing POW switches or are we providing new network switches?

Answer: The vendor would provide any switches necessary for the project.

Question 29: Please describe the biometric readers discussed during the site visit?

Answer: Biometric/ fingerprint readers are not required, at a minimum pin pads for two factor authentication.

Question 29: How much training time to include?

Answer: The City will have approximately 12 people that will need training. We can arrange for them to be available for a single training event.

Question 29: Is there a brand preference/standard for cameras?

Answer: No.

Question 29: As it looks like the building may be older construction, is there asbestos in any of the buildings? Will asbestos reports be available prior to construction?

Answer: The buildings do not contain asbestos.

Question 29: Please define the City's use of term "Single pane of glass"?

Answer: We are looking for a single unified system for cameras and doors with a comprehensive user interface that can display comprehensive information.

The RFP opening is now scheduled for Friday, February 11, 2022 at 2:00 PM in the Training Room (Breezeway), Ormond Beach City Hall.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Ormond Beach Police Department Access Control, RFP No. 2022-09**, for the City of Ormond Beach.

END OF ADDENDUM No. 1

ADDENDUM NO. 2

February 7, 2022

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 2 to the RFP for
Ormond Beach Police Department Access Control
RFP No. 2022-09

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.

QUESTIONS and ANSWERS

1. Per addendum 1 Question 20 – Is there also an existing low voltage conduit from each gate to the main building besides the power conduit? (In other words do the existing keypads connect direct to the gate motor controls or are they connected to existing access control boards in the main building)

ANSWER: No, the only existing conduit is the power conduit.

2. Is there existing fiber and/or ethernet cabling available for our use from ELEC/TEL Room 202 - West side of the vehicle Sally Port - to an IDF closet in the main building – please identify which IDF closet it connects to

ANSWER- There is existing conduit from 202 believed to run to room 189 and on to the computer room.

3. Is there existing low voltage conduit from the Firing Range to the main building and is there room for additional cabling?

ANSWER-Yes. The existing cameras run from the range to the building.

4. Please provide a list of existing door hardware types and photos of each door type.

Answer-We do not have a list of existing door hardware, this was available to all proposers during the advertised walk through.

5. There appears to be more Card Readers than controlled openings in the Sally-Port area. Please clarify.

ANSWER-Annotated map attached

6. The Keypad shown near “Vest 200” in the Sally-Port area is near both a roll-up and a man door. Does there need to be (2) Card Reader/Keypads here or is the intent to control both openings with (1) Reader?

ANSWER-Annotated map attached. That reader would control only the man door.

7. I thought in the walk I saw the front Sally-Port roll-up door controlled via an existing card reader but on the plans it shown as New. Please clarify if this front roll-up door card reader is New or Existing-to-be-Replaced.

ANSWER-You are correct, the annotated map attached is corrected.

8. The provided floor plan only show (16) Cameras but the original narrative has quantity of (35). Please clarify.

The corrected map is attached.

9. Are there any fire rated walls in the building?

ANSWER- Yes.

10. Can we use existing locking hardware?

Previously answered

11. If there are any entrance hardware handles, should store room handles be included in quote?

ANSWER-This request for proposals is for the vendors to provide us with the best options.

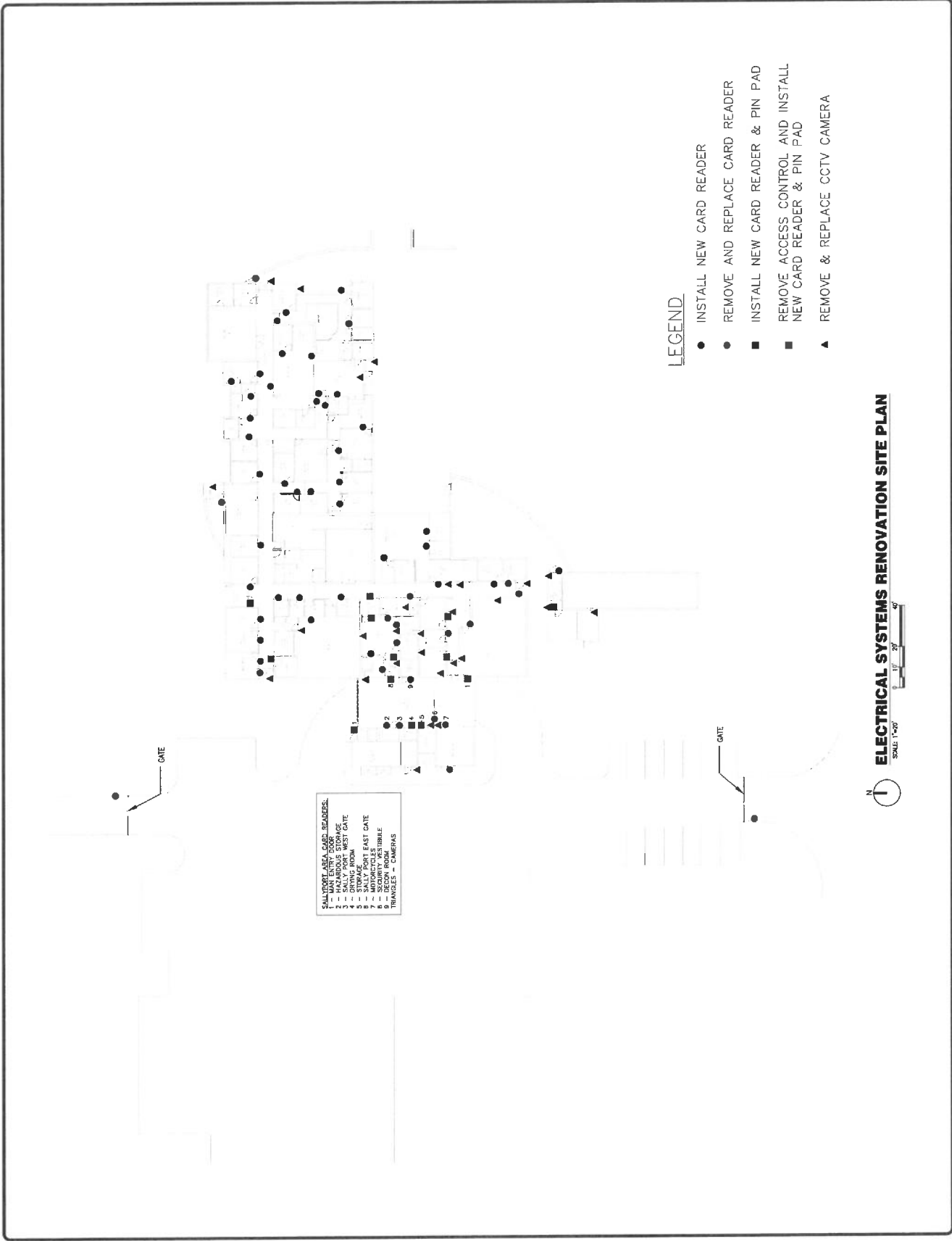
12. At the gates, there is only a high voltage conduit. We can use point to point or the city can provide a conduit for low voltage. Which if the preference of the city?

ANSWER-This request for proposals is for the vendors to provide us with the best options.

13. At each door, a full system would require a reader, contact, rex, and locking hardware. If a button is used, if the button is not pressed at an auto egress door, there will be a lot of door forced alarms. We strongly recommend the use of a rex motion.

14. At the doors that do not currently have a contact or rex, is it the plan to add these to the existing doors?

ANSWER-This request for proposals is for the vendors to provide us with the best options.

[illegible]

The RFP opening is now scheduled for Friday, February 11, 2022 at 2:00 PM in the Training Room (Breezeway), Ormond Beach City Hall.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Ormond Beach Police Department Access Control, RFP No. 2022-09**, for the City of Ormond Beach.

END OF ADDENDUM No. 2

CITY OF ORMOND BEACH RFP NO. 2022-09



February 10, 2022

City of Ormond Beach
Purchasing Coordinator and Evaluation Team
22 S. Beach Street
Ormond Beach FL 32174

To Whom It May Concern:

Thank you for the opportunity to present our proposal for the Ormond Beach Police Department Access Control RFP No. 2022-09. Attached you will find our selection of Verkada as the manufacturer of intent along with answers to the objectives the City is seeking with the replacement system.

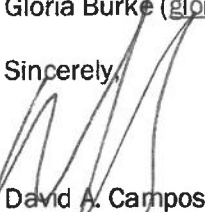
Empire Computing & Consulting has been in business in Volusia County since 1994. We have held the IT As Needed Professional Services contract with the City of Ormond for 3 successive contracts. We have been partnering with Verkada for over a year as an integrator and currently have projects under installation with the Daytona Auto Mall, the City of New Smyrna Beach and are in design process with the City of Orange City and the City of Starke.

Verkada checkmarks the objectives of the City and allows for simplicity of use, has predictable renewal costs and a controlled total cost of ownership, and is cloud based in design. This, along with the industry leading 10-year product warranty, the ability to have unlimited users and site expandability with no servers or NVRs, makes us confident Verkada is the right product for your growing physical security needs.

You will also find attached the RFP forms as included in the package along with the service location map. The Addendum indicated that a bid bond was not necessary.

We look forward to the opportunity to earn your business and are available should you wish to have an in-person presentation or desire further clarification, please contact me or our Project Manager, Gloria Burke (gloriab@empirecomputing.com or cell 386-631-6734).

Sincerely,



David A. Campos
President/CEO
386-566-3146 cell

120. N Frederick Avenue Daytona Beach, FL 32114
386-253-6506



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach Police Department Access Control

RFP NUMBER: 2022-09

RFP OPENING DATE & TIME: February 8, 2022 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: January 27, 2022 at 10:00am

SITE VISIT: January 27, 2022 FOLLOWING PRE-PROPOSAL MEETING

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

PROPOSER'S NAME: Empire Computing & Consulting, Inc.

PROPOSER'S MAILING ADDRESS: 120 N. Frederick Avenue

CITY-STATE-ZIP: Daytona Beach FL 32114

F.E.I.N.: 59-3284389

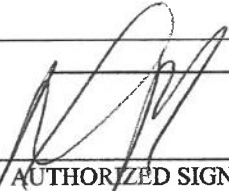
PHONE NUMBER: 386-253-6506

EMAIL: gloriab@empirecomputing.com

If returning as a "No Submittal", please state reason (s)

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

X


AUTHORIZED SIGNATURE (MANUAL)

David A. Campos

NAME (TYPED)

President/CEO

TITLE

02/09/2022

DATED

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

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

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
02/07/2022
01/31/2022

Addendum Number
#2
#1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Empire Computing & Consulting, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 120 N. Frederick Avenue, Daytona Beach, FL 32114_____
_____PHONE NO.: 386-253-6506 FAX NO.: _____SUBMITTER'S NAME: David A. Campos, Jr.

(Typed or Printed in Ink)

TITLE: President/CEO**AUTHORIZED SIGNATURE:** I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Empire Computing & Consulting, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

David A. Campos, Jr.

SIGNER'S NAME (PRINT OR TYPE)

President/CEO

TITLE

02/09/2022

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Empire Computing & Consulting, Inc.

 Company Name

 Authorized Signature
 David A. Campos, Jr.

 Print Name
 President/CEO

 Title

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach Police Department Access Control
(RFP No. 2022-09)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Empire Computing & Consulting, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

David A. Campos, Jr.

NAME

President/CEO

TITLE

02/09/2022

DATE

Exhibit 1

EVALUATION FORM
Ormond Beach Police Department Access Control
RFQ 2022-09

Name of Firm: Empire Computing & Consulting, Inc.

Reviewer: _____

Date: _____

Points

General (10 pts Max)

Proposed System & Hardware (40 pts Max)

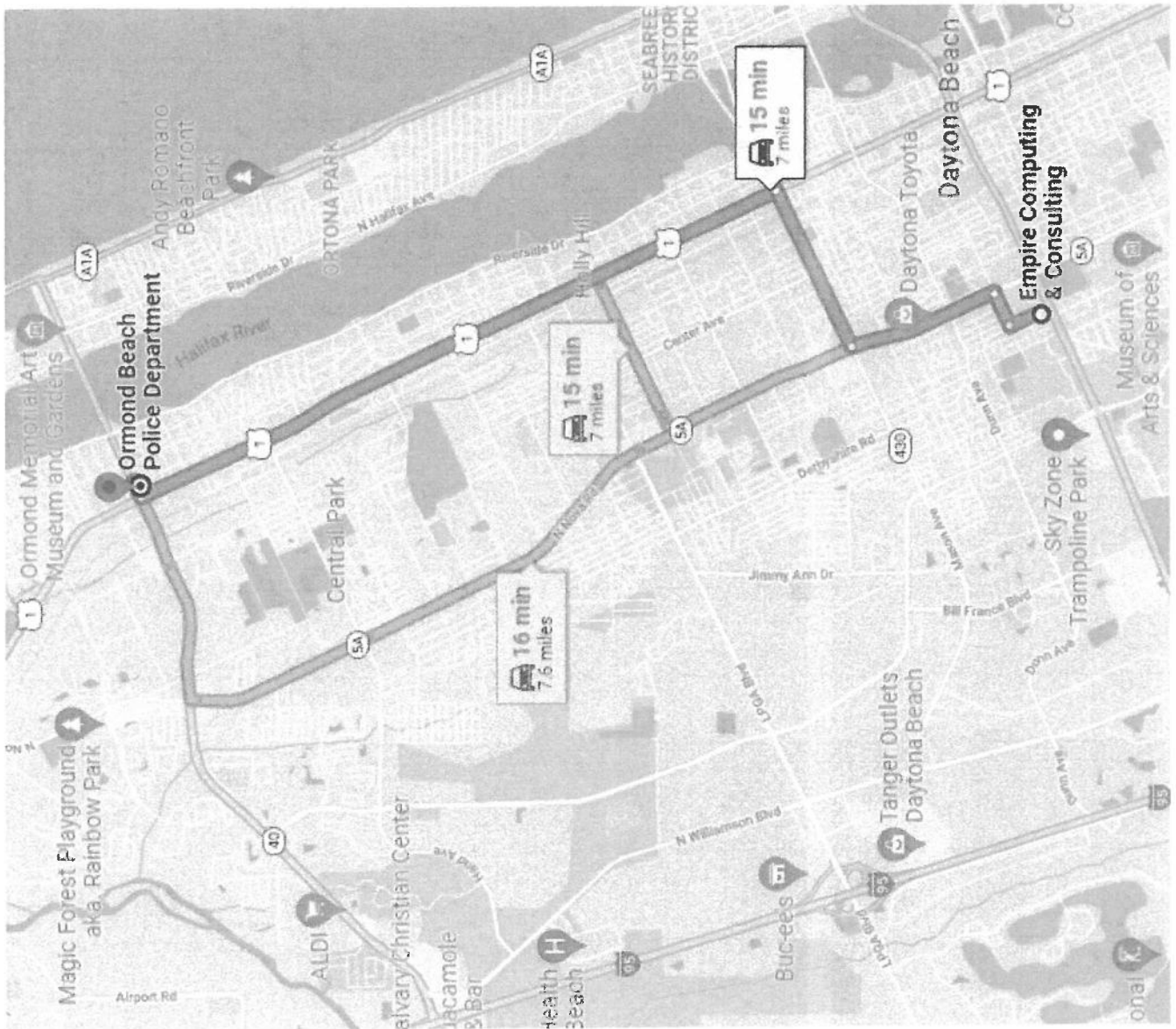
Service & Support (20 pts Max)

Cost (20 pts Max):

Service Location (10 pts Max):

TOTAL POINTS:

Rank



RFP NO. 2022-09

OBPD Dept. Access Control

Empire Computing & Consulting

120 N. Frederick Avenue
Daytona Beach FL 32114

386-253-6506
gloriab@empirecomputing.com

Empire Computing's Proposed Access Control and Camera System & Integration

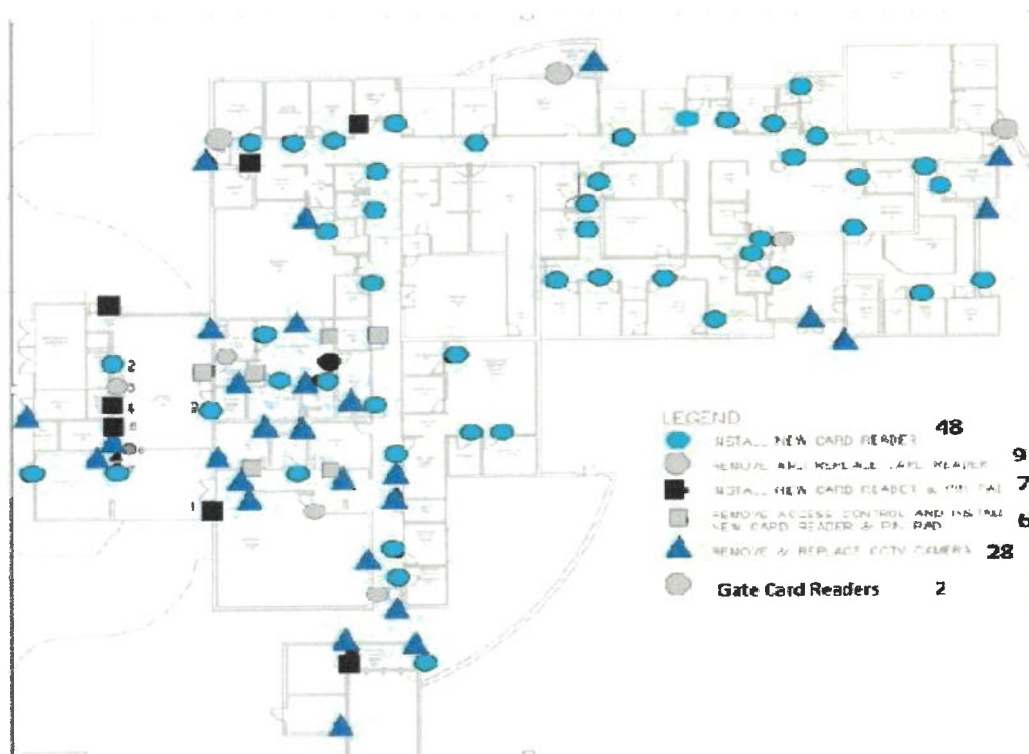
BACKGROUND AND SCOPE CONFIRMATION

Empire Computing & Consulting ("Empire") is pleased to present to the City of Ormond Beach and the Police Department a plan in partnership with Verkada to achieve the following:

1. Removal of (4) existing access control systems at the Police Department at the exterior doors, the jail mantraps, the four holding cell doors and the sally port doors.
2. Install a new upgraded system for door access with camera integration that is expandable to multiple locations and sites within the City utilizing a single pane for viewing.
3. The City has provided in Addendum II a plan showing proposed locations of all new door access and camera locations.
4. Written narrative indicated that there will be:

61 Hardwired doors
 35 Cameras
 2 Vehicle Gates
 2 Mantraps
 2 Sally Port Door

Our proposal is based on the take off quantities from Addendum 2 drawing/key:



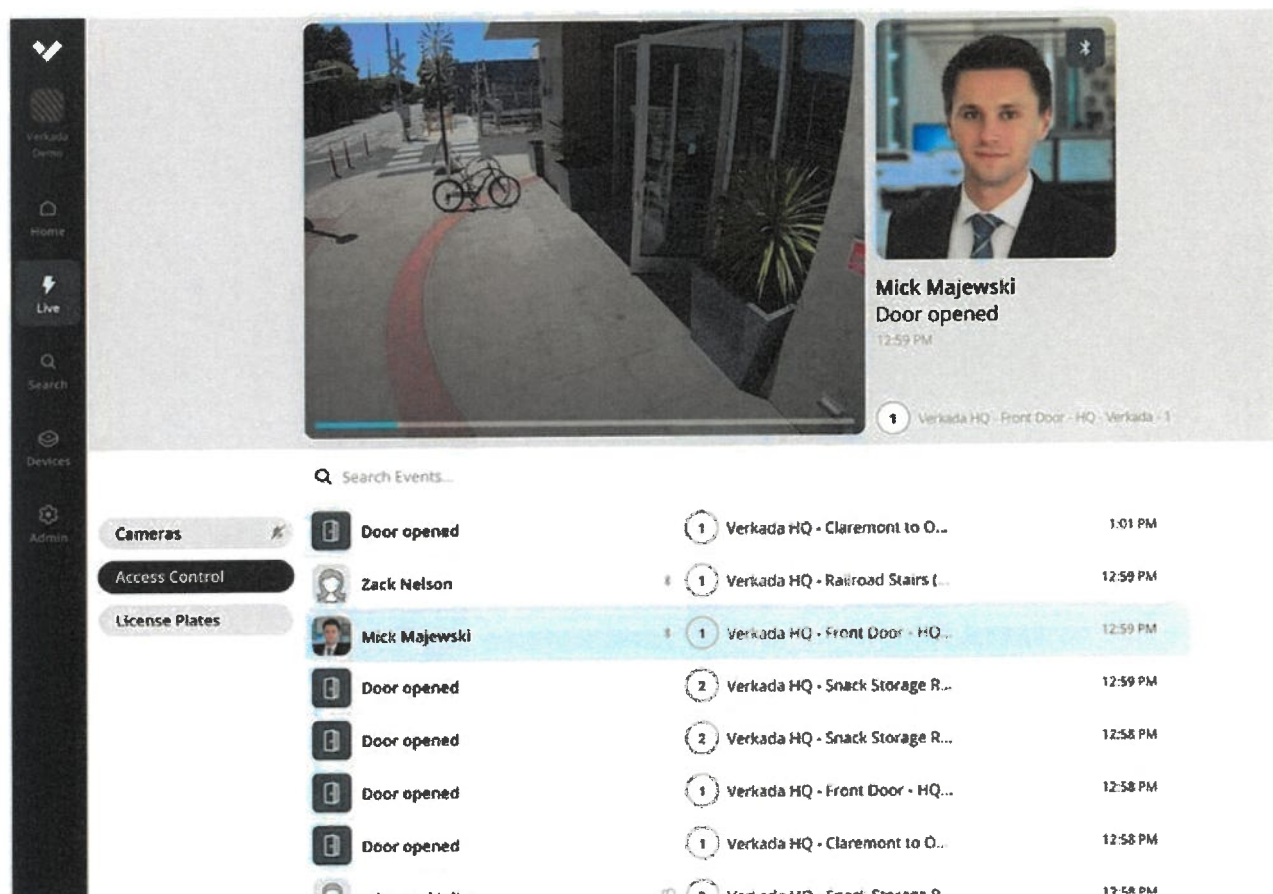
OBJECTIVES

The RFP set forth a **list of objectives** for the new system. Below each statement from the RFP will be the objective and/or directive of our proposal.

- **Single Pane between the camera and access system for simplified viewing**

One Platform to Manage All Devices - that is the theme of Verkada's Command platform. Command Verkada Cloud enables secure, remote access that allows live feed of events -- both door and camera from any browser or device.

Below is an example of what the Command viewing screen would show the user.



As a web based application log in is simple and can be done from any device. While any user can view doors and cameras provided permissions, Verkada offers a viewing station for those users that have enhanced monitoring needs. This station enhances live viewing and integrates easily with access control. It also prioritizes camera feeds that are active with movement in them. (<https://www.verkada.com/blog/vx52-viewing-station-live-monitoring-solution/>) This would be recommended for your “power” users. Optional pricing has been included on the cost sheet.

- **Alerts and Notifications**

Alerts and notifications as well as alarms can easily be set up in the permissions sections of the web application. Verkada’s system comes with built in analytics that help control situations (motion plotting) and can proactively identify people of interest (<https://www.verkada.com/blog/person-of-interest-notifications/>) There is no additional license needed for these inherent features. Other manufacturers may charge on a per analytics/features basis whereas Verkada has an all-encompassing licensing model that you only pay one time.

- **U.S. Based Service and 24/7 Monitoring**

Verkada offers 24/7 US based manufacturer support. Typical response time is less than 5 minutes and there is no limit to the support

- **Expandable system to future locations within the City**

Verkada is highly scalable. There is no additional hardware needed from a server or NVR/DVR perspective. The camera comes with onboard storage providing 24/7 recording for a determined number of days. (City is requesting 30 days). This eliminates the frame rate and resolutions issues that affect your on-premise NVR/Server storage requirement --- there are none. This removes any single point of failure.

Normally moving NVR recordings to the cloud adds major strain on bandwidth. Verkada’s hybrid cloud model only uses 20kbps in a steady-state. This keeps the bandwidth clear for the business needs. The Cloud offering provides the ability to have unlimited archived clips and events at no additional cost. Cloud backup of the cameras can also be scheduled to happen automatically.

Because there is no DVR nor server required, there is no pain point in integrating multiple NVR’s across campuses nor need for centralized monitoring. Access all cameras anywhere anytime on any device.

- **Updates that are pushed automatically without the need for staff or integrator assistance**

Software updates are pushed out to the cameras and access control devices automatically. And as new features are introduced to your owned devices by Verkada, these are made available to the device thru these updates with no additional cost.

And Verkada is always adding new products to the single pane technology. Verkada Guest is the latest feature that is available. Take a deeper look here as something that might interest the City at a future date: <https://www.verkada.com/guest-visitor-management-system/>. Recommended for any lobby area where check in's or deliveries occur. It is a per device fee with an annual license.

- **Expandable sites, cameras and locks (access) points within same system**

The system is easily scaled to include more devices. Integration between the camera and the door access control is at a click of the button. There is no charge per user/viewer/card holder. The system will allow unlimited users with simple permissions and all with viewing permissions as enabled by the Administrator(s) or policy.

- **Security and Government Regulations**

Network security is accomplished thru AES128 standards with an added layer of security using HTTPS over TLS v.12. With this encryption, interception would neither be fatal nor compromising. (Encryption in Transit)

Cloud storage is hosted on Amazon's AWS servers, best in class.

Other security offerings include single sign on, multi-factor authentication, role-based access control, audit logs, automatic software updates and regular penetration testing.

Compliance and Security Regulations met include SOC2 Compliance, HIPAA, PCI, GDPR, UL, NDAA & TAA and FERPA (others)

- **Tamper Proof**

Verkada's devices are built secure from the very first step. Tamper protection is provided thru proprietary algorithms and a built-in accelerometer specifically tuned to detect physical and occlusive sabotage. Stored video is encrypted on solid state storage (Encryption at Rest).

- **Lock Down Mode**

In an emergency scenario, such as an active shooter threat, you will have the ability to lock down ALL or SOME (e.g. exterior only) doors across your building and sites. Administrators of the system will be able to configure multiple different lockdown behaviors based upon emergency response plans. This lockdown is done via the web browser or by linking an auxiliary device (panic button) to the lockdown scenario. A

user group can be defined with permission to release the lockdown as a fail safe.

- **High Camera Frame Rates and resolution**

Verkada cameras record video in both high and standard quality streams simultaneously. Standard quality video is recorded up to the amount of retention specified by the customer - 30 days for most of our deployments. If motion is detected within a scene, our cameras also save high quality footage to the onboard solid state media. Scenes with motion have both a high quality and standard quality recording available. This allows customers to meet their required retention policies without having to do the math or compromise on video quality. We refer to this method of video retention as recording in adaptive quality.

HARDWARE INSTALLATION PLAN

Local Support

Empire will be the Contractor of record for this project. The project will be managed by Gloria Burke. The Installation Manager on site will be Brandon Myers. On-going support of the Verkada system will be supported by Brandon Myers (and network support provided by our engineer staff of Rick Campos and Derek Mason.) We will be supported on the low voltage work by Dependent Electric, Inc. Empire and Dependent work hand in hand on many projects including the door access projects for the School Board of Alachua County and Galileo School for Gifted Learning. Dependent has a multitude of projects across the southeastern U.S. and has 20 years of door access experience.

Brandon Myers has been the installation manager for SBAC and Galileo as well as the camera install for Alachua County Sheriff's Office and the ongoing Verkada project at The Daytona Auto Mall.

Empire will work with the PD to determine who the Administrator(s) will be for this project to better define the users and permissions. This can be done in advance of installation or simultaneously as Verkada is fully web based.

Cameras

A PoE camera and door access network, such as Verkada, will require additional switching and connection to the City's network. In Verkada's case, this is in lieu of NVR or servers. In our quote, we have provided the necessary switching and matched what the City's IT department currently purchases and uses in other locations (Ruckus) for continuity and reliability. We have also included an option for a UPS to keep power to these switches for a 6 - 8 minutes. (until the generator power is available.)

Many of the existing cameras are currently using analog capability. To replace these with Verkada (or any PoE camera) will require a Cat6E cable to be run from the camera location to

the computer room. Running these cables, along with the necessary wiring for the card readers, would be the initial task in installation. This will be done in phases planned and approved by the City. Owner may occupy and continue to work while this is occurring. Existing cameras will function as current until the new camera is installed.

Once the cable runs have been completed, we will install the cameras. We are recommending dome cameras (for a more pleasing aesthetic) and for a wider camera angle in some instances. All Verkada cameras present at 24 FPS and 1080p at a minimum. We have chosen cameras that provide a high-quality picture with mega pixels appropriate for the viewing distance. In certain locations, we are utilizing a 180 degree camera to limit the number of cameras required to view the area in question.

All cameras can be tied to any door access/card reader for more detailed security.

Door Access/Card Readers

The plan to add card readers to traditional door locks involves adding an electronic strike (or other hardware) and a card reader to the designated doors. All existing key entry will remain as is. Doors with existing card readers will have a new reader installed and there are several doors where there will be a secondary method required (key code) for entry.

Fobs will be used (or blue tooth credentials) on all the readers. There is no need for a badge printer when using fobs. Fobs can easily be created within the Verkada system by the Administrator.

The system will require (18) 4 door panels (16 for doors and 2 for gates). These door panels will require wall space for installation in the computer room.

Our plan will be to enable all the new readers in the building before moving on to the sally port doors and gates.

For the exterior door to the Evidence department, hardware will be required as there currently is none. We have included an optional price to procure and install this in our Cost proposal.

As there is no PoE access to the gates currently, Empire will install a point-to-point wireless system, again for continuity of infrastructure already in use between City structures, we are proposing Radwin for this design. Below you will find a visual design for that proposed method of bringing communication back to the computer room.



--

1. Verkada Control Panel will be installed on interior side of gate in NEMA enclosure. Ethernet connection to be made at the Radwin SmartNode. Power connection for device to be tied into gate power. Reader tied into panel and brought back to network via the Radwin SU Radio. Relay wire tied into panel from gate motor.
2. Radwin Smartnode to be installed on interior side of gate. This will provide the ethernet connection to door access panel and PoE.
3. Radwin SU Radio to be installed at top of gate pole, pointed back to Radwin base station to transmit data back to PD's network. PoE power provided by Smartnode
4. Installed on PD's building in clear line of site for both gates SU Radios to be able to transmit data to PD's network. PoE injector installed in conjunction with Ethernet cable inside building.
5. Verkada Reader – provides fob access to gate.

Additionally, should the City desire to use long range readers with vehicle RFID tags for some of the Police vehicles, we have included an optional price to install these.

Installation Duration

We are estimating that the entire project will take 25 business days. Cameras and readers are in stock and ready to ship.

CJIS Certified Technicians

Derek Mason, our Solutions Architect, is CJIS certified. Empire's installation team will obtain CJIS Certification prior to project start. We are currently certified under the Jessica Lunsford Act.

Police Department PROJECT COST

Verkada Cameras	
30 days storage, CD41-30 (18) 30E's (12)	
CF51-30 (2), CF81-30E (2)	
Verkada Licensing (34) 3 YEAR	
Verkada Mounts (10)	
Verkada Door Controllers (18)	
Verkada Door Licenses (61) 3 YEAR	
Wiegand Readers (key code) (7)	
Fobs (150)	\$ 103,051
Installation	
including Cat6E cable and composite runs	
Reconfiguration of sally port and gates	
Training and initial user setup	\$ 72,000
Network Hardware	
Ruckus switches, Radwin PtP network	
NEMA enclosures	\$ 12,500
Installation of network hardware	\$ 3,800
Total	<u>\$ 191,351</u>
<u>Optional Equipment (Accepted by City)</u>	
UPS (Tripplite)	\$ 600
Hardware for Evidence Exterior Door	\$ 500
PD Project Total with Optional Equipment	<u>\$ 192,451</u>

1 Year Workmanship Guarantee and Outage Response

Empire's response time to an outage will be 4 hours during normal business hours (8 a.m. - 5 p.m. Monday thru Friday, non-holidays) billable at \$125/hour. After hours billable rate will be \$250 per hour and the best response time possible will be provided.

Empire will provide one year workmanship guarantee on installed hardware.

WARRANTY

Warranties for replacement of failed equipment are furnished by equipment manufacturers. Verkada actively licensed devices have a next business day replacement warranty with the manufacturer. These warranties may not cover the installation of the new replacement equipment. Replacement of failed equipment by Empire will be billable at above rates.



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-62864

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: EMPIRE COMPUTING & CONSULTING
LOCATION: 130 N FREDERICK AV
BUSINESS TYPE: BUSINESS SERVICE
LICENSE NOTES: COMPUTER NETWORKING

BT-62864	BUS. LIC. NO.
62864	ACCOUNT NO.
09/30/2021	VALID FROM
09/30/2022	VALID TO
08/24/2021	DATE PAID
70.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
0280	BUSINESS SERVICE

MAIL TO:

EMPIRE COMPUTING & CONSULTING
130 N FREDRICK AV
DAYTONA BEACH FL 32114

2022

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-62864

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

EMPIRE COMPUTING & CONSULTING
130 N FREDERICK AV

PAID RECEIPT

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
0280	BUSINESS SERVICE	2022	70.00	08/24/21	CHECK-REMIT	9085

Fees Paid: \$70.00

Chronology action: 9/16/2021 by SRDE (r)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2022

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

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

PRODUCER Service 1st Insurance 1450 N. US Highway 1, Suite 700 Ormond Beach, FL 32174	CONTACT NAME: Ralph Baliton PHONE (A/C, No, Ext): 386-310-4945 FAX (A/C, No): 1-386-310-4955 E-MAIL ADDRESS: Ralph@service1stinsurors.com																					
INSURED Empire Computing and Consulting Inc. 120 N. Frederick Ave. Daytona Beach, Florida 32114 386-253-6506	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Lloyds of London A.M. Best A, XV</td><td>87519</td></tr> <tr> <td>INSURER B:</td><td>Progressive Commercial</td><td>24260</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lloyds of London A.M. Best A, XV	87519	INSURER B:	Progressive Commercial	24260	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Lloyds of London A.M. Best A, XV	87519																				
INSURER B:	Progressive Commercial	24260																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ESK0732320962	07/02/2021	07/02/2022	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			03928496-5	09/26/2021	09/26/2022	PRODUCTS - COM/OP AGG \$ 1,000,000
	☐ ANY AUTO						
	☐ ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (E&O)			ESK0732320962	07/02/2021	07/02/2022	\$1,000,000/\$1,000,000 aggregate

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

IT Networking: consulting, sales, and service

Certificate holder is an additional insured as per contract in respect to general liability and professional liability.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach Attn: Ned Huhta 22 S. Beach Street Ormond Beach, FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ralph Baliton, Service 1st Insurance
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



RFP Evaluation Summary

Project: Ormond Beach Police Department Access Control

Recommendation of Award: *EMPIRE*

RFP Number: 2022-09

Date & Time: 2/23/2022 10:00 AM

The RFP's were scored on the following criteria:

General (10 pts Max)

Proposal System & Hardware (40 pts Max)

Service & Support (20 pts Max)

Cost (20 pts Max)

Service Location (10 pts Max)

Summary																							Rank				
Firm	Irwin	Roos	Lavatelli	General 30 pts max	Irwin	Roos	Lavatelli	System & Hardware 120 pts max	Irwin	Roos	Lavatelli	Support & Service 60 pts max	Irwin	Roos	Lavatelli	Cost 60 pts max	Irwin	Roos	Lavatelli	Service Location 30 pts max	Total 100 pts max	Rank based on points	Irwin	Roos	Lavatelli	total rank	rank
Convergint	7	10	10	27	35	35	30	100	15	10	20	45	1	5	12	18	4	4	4	12	202	23	4	2		9	2
Empire	8	10	9	27	38	38	38	114	20	15	20	55	18	20	20	58	10	10	10	30	284	11	1	1		3	1
Integrated Fire and Security	7	8	9	24	20	15	10	45	16	12	5	32	17	20	20	57	4	4	4	12	170	32	6	5		13	4
Johnson Controls	8	10	9	25	5	30	30	65	10	7	10	27	5	15	15	35	4	4	4	12	164	47	3	3		13	4
Securitas	7	10	10	27	25	20	20	65	14	12	5	31	1	5	10	16	4	4	4	12	151	65	7	4		16	7
Security and Fire Electronics - Safe	8	7	9	22	20	22	10	52	15	12	5	32	5	15	15	35	6	6	6	18	159	54	5	6		15	6
VKA Security	2	8	5	15	20	25	5	50	1	12	0	13	10	17	17	44	6	6	6	18	140	76	2	7		15	6

Rob Hart

Purchasing Coordinator

Aaron Irwin

It Director

Chris Roos

Police Captain

George Lavatelli

Construction Engineer



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: April 19, 2022

Subject: Economic Development Strategic Plan Update

Commission Goal: Economic Development - Other

Introduction

This is a request to accept a proposal from Strategic Planning Group to perform an update to the Economic Development Strategic Plan.

Background

The City Economic Development Department is guided by an economic development strategic plan. The mission of the plan is to influence the existing and future landscape of Ormond Beach by being proactive in business retention, expansion and attraction of target industry, as well as the development of commercial corridors and Community Redevelopment Area (CRA) District. Additionally, the strategic plan is intended to identify goals, objectives and implementation strategies that are attainable based on realistic economic development assumptions and resources. The plan will act as a policy document that City officials, local businesses, investors and residents will view as a tool in shaping the community's future financial viability.

The most recent economic development strategic plan was approved by the Commission in 2017 with an implementation horizon through 2019. Within the past three years the key objectives have been achieved. Considering the changing economic landscape and trends, it is time to reassess the economic and business landscape to implement a strategic plan over the next three-year horizon.

An RFP was advertised on January 23, 2022 and proposals were received on February 22, 2022.

Discussion

The City received three proposals. The selection committee consisting of the Economic Development Director, Planning Director, and Assistant Finance Director evaluated and

ranked the proposal to ensure compliance with the RFP requirements and criteria. Strategic Planning Group, Inc. (SPG, Inc.) received the top rank score of 284 points out of 300 maximum points.

The strategic plan is expected to identify goals, objectives and implementation strategies that are attainable based on realistic economic development assumptions and resources. The plan acts as a policy document and a tool for implementation.

The intent of the strategic plan is:

1. To prepare a locally based economic development strategy with a three-year implementation plan with policies, projects and programs focused on core economic development programs.
2. Seeks to diversify the economic base and leverage existing assets to improve the economic prosperity of the community.
3. Include a resiliency and recovery component to better prepare for and respond to disasters prevalent to communities in the twenty-first century.

Budget Impact

The scope of work proposal from SPG, Inc. is attached and the cost for the study is \$24,920. Funding is available in the Fund 001 - General Fund.

Citizen Impact

Economic Development Strategic plans help shape and support the existing and future landscape of a community's economy.

Recommendation

Staff recommends the City Commission accept the proposal from SPG, Inc. to perform an update to the Economic Development Strategic Plan and authorize the execution of an agreement and payment in the amount not-to-exceed \$24,920.

Attachments:

- 22-58 Economic Development Strategic Plan Update (P22-0044G) (PDF)
- Strategic Planning Group, Inc. Agreement (P22-0044G) (PDF)
- RFP 2022-08 Evaluation Summary (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/5/2022



Claire Whitley, Assistant City Manager 4/12/2022**APPROVED BY:**

Joyce A. Shanahan, City Manager 4/14/2022

RESOLUTION NO. 2022-58

A RESOLUTION ACCEPTING THE PROPOSAL OF STRATEGIC PLANNING GROUP, INC., REGARDING PROFESSIONAL SERVICES TO PERFORM AN UPDATE TO THE CITY'S ECONOMIC DEVELOPMENT STRATEGIC PLAN; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional services to perform an update to the Economic Development Strategic Plan (the "Project") (City RFP No. 2022-08), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the three proposals received and determined the most advantageous proposal for the City is the proposal submitted by Strategic Planning Group, Inc., to perform the Project in the amount of \$24,920.00 (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been appropriated to the credit of the General Fund (001) and will not be appropriated for any other purpose, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Strategic Planning Group, Inc., and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of Strategic Planning Group, Inc., to perform the Project for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforementioned Project shall be deemed rejected upon the execution of an agreement with Strategic Planning Group, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Strategic Planning Group, Inc., for the Project in an amount of \$24,920.00, and to pay the cost thereof from the General Fund (001).

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

APPROVED AND AUTHENTICATED this 19th day of April, 2022.

MAYOR PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Strategic Planning Group, Inc.** (“Contractor”), a Florida corporation, 830-13 A1A North, Suite 402, Ponte Vedra Beach, Florida and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (“Economic Development Strategic Plan”, RFP No. 2022-08) attached hereto as Exhibit “A” and the Proposal attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall continue until the completion of the project as provided in Exhibit A.
3. **Consideration.** Contractor shall perform the services at the prices set forth in Exhibit B. The City shall pay to Strategic Planning Group, Inc. \$24,920.00. Contractor shall prepare and submit an invoice to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth in the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

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

City of Ormond Beach

Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor

Robert J. Gray
Strategic Planning Group, Inc.
830-13 A1A, North, Suite 402
Ponte Vedra Beach, Florida 32082

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

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

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

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

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials,

both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to

any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

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

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

24. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

25. **Verification of Employment Status Using E-Verify System**

- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
- (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated

Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

- (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

26. **No Conflict of Interest.** The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.
27. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

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

DATED this ____ day of _____, 2022.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

BILL PARTINGTON

Mayor

By: _____

Print Name: _____

JOYCE SHANAHAN

City Manager

DATED this 13 day of April 2022

Witnesses:


Print Name: mercedes mcleod


Print Name: Jonathan Barrow

STRATEGIC PLANNING GROUP, INC.

By: 
Print Name: Robert J Gray

Title: President

Attest: 
Print Name: Christie Gray

Title: Secretary



Required Forms



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Economic Development Strategic Plan**

RFP NUMBER: **2022-08**

RFP OPENING DATE & TIME: **February 22, 2022 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: Strategic Planning Group, Inc.

PROPOSER'S MAILING ADDRESS: 830-13 N A1A, Suite 402

CITY-STATE-ZIP: Ponte Vedra Beach, FL 32082

F.E.I.N.: 59-2353641

PHONE NUMBER: 800 213-PLAN (7526)/904.631.8623

EMAIL: rgray@spginc.org

If returning as a "No Submittal", please state reasons _____

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

X

AUTHORIZED SIGNATURE (MANUAL)

Robert J Gray, AICP

NAME (TYPED)

President

TITLE

February 15, 2022

DATED

GENERAL CONDITIONS

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

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

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

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach is seeking a qualified consultant to provide professional economic development consulting services. Any firm or individual with proven professional experience in guiding and developing economic development strategic plans for local units of government, with emphasis on developing consensus for a strategic economic plan, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

II. SCOPE OF SERVICES

The City economic development program is guided by a strategic plan. The mission of the plan is to influence the existing and future landscape of Ormond Beach by being

proactive in business retention, expansion and attraction, and development of commercial corridors and CRA District. The strategic plan identifies goals, objectives and implementation strategies that are attainable based on realistic economic development assumptions and resources. The plan acts as a policy document that City officials, local businesses, investors and residents will view as a tool in shaping the community's future financial viability.

The City of Ormond Beach Economic Development Department seeks a consultant qualified in professional economic development strategic planning services. The scope of service is to prepare a locally based economic development strategy with a three-year implementation plan with policies, projects and programs. The plan generally seeks to diversify the economic base, leverage existing assets to improve the economic prosperity of the community and include a resiliency and recovery component. Qualified firms are encouraged to leverage their expertise and innovation to work with the City Economic Development Department on the strategic plan taking into consideration the following components:

1. Evaluate progress made on the previous plan's goals, objectives, action steps, and fiscal cost/benefit analysis of the Growth Assistance Program economic development incentive program (documentation to be provided by the Department of Economic Development).
2. Compile and present the most current demographic, economic, and employment data and provide report on economic trends, projected areas of growth and the regional context to create strategies for the creation and retention of a variety of employment opportunities in Ormond Beach.
3. Identify strategies for business retention, expansion and attraction including an updated assessment of target industries.
4. Identify strategies to continue support and growth of local entrepreneurs and small business development.
5. Formulate development and redevelopment strategies to expand the city's tax base through market segmentation, trends and outlook of the City's retail/commercial, hospitality and office sectors along key commercial corridors and CRA District.
6. Prepare a resiliency and recovery strategy following best practices and guidance by the International Economic Development Council.
7. Develop strategies, steps and tools for actionable implementation of the economic development plan.
8. Facilitation of a workshop or focus groups with the business community at a location in Ormond Beach.
9. The Consultant shall attend a meeting of the City Commission to present the findings of the final plan (date to be determined).

Recent studies and other necessary material to assist in the development of the strategic plan will be made available to the Consultant.

III. TERM OF AGREEMENT

The consultant shall complete the strategic plan within 120-160 days of being selected by the City. The consultant will coordinate with the City Economic Development Director the formulation of the workshop presentation and other written material. Upon approval of the draft plan by the City's Director of Economic Development, the final draft Plan shall

be completed within 3 weeks. The Consultant is responsible for providing a digital copy and 24-bound hard copies of the final report once approved by the City Commission. All reports and schedules shall be followed by the consultants in as mutually agreed to by the Consultant and City Economic Development Director. The Consultant shall use software authorized by the City for development of the final report, tables, graphs and maps.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

Any firm or individual with proven professional experience in guiding and developing economic development strategic plans for local units of government, with emphasis on developing consensus for a strategic economic plan, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

Section 1	
Introduction	1. One (1) original letter of interest
	2. Request for Proposal form, completed.
Section 2	
Company Background	1. Philosophy and general project approach of the firm or individual.
	2. Proposed organizational chart. Include sub consultants, if appropriate.
Section 3	
Key Personnel Introduction	1. Detailed resumes of key person(s) to be assigned to the project, including but not limited to:
	a. Name and title
	b. Job assignments for other projects
	c. Percentage of time to be assigned to this project
	d. Current and projected workload of key individuals
	e. How many years with this firm
	f. How many years with other firms
	g. Experience (type of projects, size of projects, specific project involvement)
	h. Education and active registration(s)

	i. Other experience/qualifications that is relevant to this project.
Section 4	
Past Performance Experience	1. The proposer should have proven professional experience in similar work experience in preparation of Economic Development Strategic Plans, particularly in communities in Volusia County and/or the State of Florida. No less than three (3) studies are to be detailed identifying specific measures taken to accomplish each of the 6 tasks identified (if applicable), and identifying specific deliverables and measures taken to implement the plan recommendations.
Past Performance Experience	2. For each of the three (3) projects demonstrating past performance experience, please provide the following details:
	a. Name and location of the completed study, the year of commencement and of completion of the study, and the name and telephone number for the government's contract manager for the study.
	b. The names of your firm's staff which were directly responsible for the Parks and Recreation Study, specifically, those working directly with the local government representatives.
	c. The names and telephone numbers of the persons representing the individual agencies which the identified key staff worked with to complete the study.
	d. Specify the number of days from commencement of the engagement to the date the final study was accepted by the government. State the calendar date of the final report.
	e. The name and telephone number of the contracting agency and local government official responsible for oversight of the Parks and Recreation Master Plan Study.

Section 5	
References	1. List five (5) references that can comment on your firm's ability to complete an Economic Development Strategic Plan Study. The references shall be contacted as part of the committee's decision-making process. Include
	a. Name and address
	b. Telephone number
	c. Fax number
	d. E-mail address

Section 6	
Project Approach	1. Specify the firms approach to the proposed RFP.
	2. Include a proposed project timeline
	3. Current and projected workload of the company

Section 7	
Required Forms	1. Conflict, Non-Conflict of Interest Statement and Litigation Statement
	2. Drug Free Workplace Certificate
	3. Fee Proposal Form. Include fee rate for staff for additional services if requested by City Staff.
	4. Addendum Acknowledgment.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., February 22, 2022.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Economic Development Director, Assistant Finance Director, and Director of Planning. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (25 points)
 Project Approach (20 points)
 Similar/Past Projects (20 points)
 References (15 points)
 Current Workload (10)
 Price (10 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Link to the 2017-2019 Economic Development Strategic Plan:

<https://www.ormondbeach.org/924/Strategic-Economic-Development-Plan>

Link to the City Economic Development Website:

<https://www.ormondbeach.org/194/Economic-Development>

Link to Ormond Beach Marketing Material:

<https://www.ormondbeach.org/926/Ormond-Beach-Marketing-Material>

Link to Doing Business In Ormond Beach Publication:

<https://www.ormondbeach.org/918/Doing-Business-in-Ormond-Beach>

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

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

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

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

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

- (d) Excess Liability

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

- (e) Builder's Risk

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

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the

latest edition of “Best’s Key Rating Guide”, published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers’ Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.



RFP Requested Information

City of Ormond Beach Request for Proposals (RFP) Economic Development Strategic Plan (RFP No. 2022-08)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Strategic Planning Group, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Robert J Gray

NAME

President

TITLE

2/15/2022

DATE



RFP Requested Information

City of Ormond Beach Request for Proposals (RFP) Economic Development Strategic Plan (RFP No. 2022-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

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

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

1/27/22

2/3/22

Addendum Number

1

2

Receipt of all of which is hereby acknowledged.

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



Required Forms

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Strategic Planning Group, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 830-13 N A1A, Suite 402, Ponte Vedra Beach, FL 32082

PHONE NO.: 800 213-PLAN (7526) or 904 631-8623 FAX NO.: 904 834-2073

SUBMITTER'S NAME: Robert J Gray, AICP

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, _____

hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.



Required Forms

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Economic Development Strategic Plan
(RFP 2022-08)
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

Strategic Planning Group, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Robert J Gray, AICP

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE
 President

DATE 2/16/2022

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



Required Forms

**City of Ormond Beach
Request for Proposals (RFP)
Economic Development Strategic Plan
(RFP No. 2022-08)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Strategic Planning Group, Inc.

Company Name

Authorized Signature

Robert J Gray

Print Name

President

Title

Page 25 of 25

ECONOMIC DEVELOPMENT STRATEGIC PLAN

RFQ 21-10



City of
Ormond Beach
Florida

Prepared for:

City of Ormond Beach
Economic Development
22 South Beach Street
Ormond Beach, FL 32175

Submitted by:



Strategic Planning Group, Inc.
830-13 A1A, North
Suite 402
Ponte Vedra Beach, FL 32082
800-213-PLAN
www.spginc.org

Contact: Robert J. Gray, AICP
President
904-631-8623
rgray@spginc.org



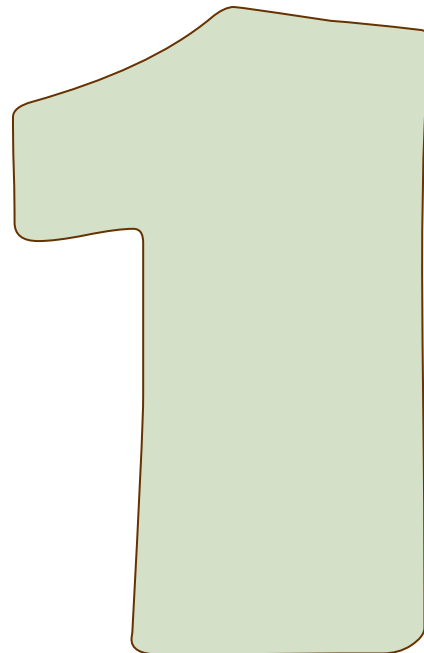
TABLE OF CONTENTS

TAB 1	Introduction	
	Cover Letter.....	Page 1
	RFP Form	Page 3
TAB 2	Corporate Overview	
	SPG Introduction	Page 4
TAB 3	Resumes	
	Resumes of Key Personnel	Page 8
TAB 4	Experience	
	Project Experience	Page 12
TAB 5	References	
	References	Page 26
TAB 6	Approach/Methodology and Timeline	
	Approach.....	Page 32
	Gantt Chart.....	Page 35
	Cost.....	Page 36
TAB 7	RFP FORMS	
	Forms.....	Page 38

Economic Development Experience



TAB



COVER LETTER



Strategic Planning Group, Inc.
Economics · Planning · Development Consultants

Robert J. Gray, Chairman & President
USA. Jamaica. Guam. Virgin Islands. China

February 10, 2022

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
(386) 676-3223

RE: RFQ No. 22-08

Dear Mr. Hart:

Strategic Planning Group, Inc. (SPG) is pleased to submit its response to the above referenced proposal to provide Economic Development Consultant Services to the City of Ormond Beach. This proposal contains all the information requested in your RFP. SPG is the State's leader in assisting local governments in all four specialties defined in your RFP:

- 1. Economic Development Consulting,**
- 2. Redevelopment planning, as well as,**
- 3. Workforce/Affordable Housing studies**
- 4. Real Estate Market Analysis.**

Strategic Planning Group, Inc., **formed in 1983**, has been assisting local and county governments throughout the Southeast and Florida. **Economics and market feasibility are the driving forces for all of our studies.** We are national leaders in Development Economics (private sector) and Economic Development (public sector) and serve as site-location experts to industry. We have prepared market feasibility studies for over **45 million square feet of retail space, 200 million square feet of commercial space, over \$2.5 billion in tourism development** and a host of **entertainment districts** throughout the country. SPG has also prepared and implement successful over **30 economic development strategies**. Recent Florida examples include; Gibsonton Census Designated Place (CDP) and Ruskin CDP (Hillsborough County), City of Wilton Manors, , Boynton Beach, Pembroke Pines and Ormond Beach. While all our plans are successfully implemented some have been extra successful which is the case of Pembroke Pines. We hope you will speak with Mr. Michael Stamm, Jr as to its successes. Other examples include: Pasco County, Hardee County, North Miami, Delray Beach, St. Lucie County, Sarasota, Kissimmee, Tampa/Hillsborough County, Johns Creek, GA, Fairfield County, SC, and St. Petersburg,

We also are a site location consultancy to industry having assisted in the relocation of over 25,000 jobs and \$10 billion in investment. **Not only do we know how to prepare economic development plans but we know how to implement successful strategies.** Our staff has managed Economic Development Organizations, served under three major urban mayors and are active/Board members in the Florida Economic Development Council .

Economic development addresses not only job creation but also workforce training, education,



housing, comprehensive planning and, in the case of Ormond Beach, revitalization. The business of economic development changed significantly over the last decade and with COVID-19 it will continue to change. We are the only economic development consultancy that also provides in-house expertise in comprehensive planning, workforce housing, workforce housing and redevelopment planning. **We have prepared over 25 comprehensive/growth management plans, 30 workforce housing programs and over 50 redevelopment programs.** We firmly believe that redevelopment is economic development.

We are proud of our work as evidenced by our successes in Pembroke Pines, and our repeat clients, including; North Miami (20+ years), Pasco County (20+ years) and Ormond Beach, FL (13 years).

Staff Experience – SPG key staff are active in both the Florida Economic Development Council (FEDC) and the Florida Redevelopment Association. **Mr. Robert Gray, AICP**, proposed project manager, served on the FEDC Board as well as the Economic Development Boards for three Florida Mayors. He has extensive real estate market, economic development, redevelopment and workforce housing experience. He has served as a County Planning Director, as well as a site selection consultant to private industry. Mr. Gray has prepared over 40 economic development plans and economic repositioning strategies.

Lastly, SPG has a working knowledge of Ormond Beach and Volusia County. We prepared the City's three (3) Economic Development Strategic Plans, annexed and formed/prepared the Ormond Crossing CRA Master Plan as well as preparing the County's EDSP.

We believe we have the unique talent and real world expertise to develop the City's latest Economic Development Strategic Plan which will truly impact the Quality of Life of its citizens and increase the City's revenue stream. **We also understand the impacts of COVID 19 as we have just finished the Hallandale Beach CRA Redevelopment Plan and Gibsonville's Economic/Community Economic Development Profile in which we had to address the pandemic and provide strategies for moving forward.**

The staff shown in this proposal have sufficient time and resources to complete this study within your timeframe. We look forward to the opportunity to assist the City and its stakeholders and should you need additional information, please feel free to contact me directly using our toll free number shown below and/or our webpage www.spginc.org.

SPG attests that the information provided is current and factual.

Sincerely,
Strategic Planning Group, Inc.

Robert J. Gray, AICP
Chairman and President
rgray@spginc.org



Required Forms



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Economic Development Strategic Plan**

RFP NUMBER: **2022-08**

RFP OPENING DATE & TIME: **February 22, 2022 at 2:00 pm**

RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**

PRE-PROPOSAL MEETING DATE & TIME: **None**

PRE-SUBMITTAL MEETING: **N/A**

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

PROPOSER'S NAME: Strategic Planning Group, Inc.

PROPOSER'S MAILING ADDRESS: 830-13 N A1A, Suite 402

CITY-STATE-ZIP: Ponte Vedra Beach, FL 32082

F.E.I.N.: 59-2353641

PHONE NUMBER: 800 213-PLAN (7526)/904.631.8623

EMAIL: rgray@spginc.org

If returning as a "No Submittal", please state reasons _____

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

X

AUTHORIZED SIGNATURE (MANUAL)

Robert J Gray, AICP

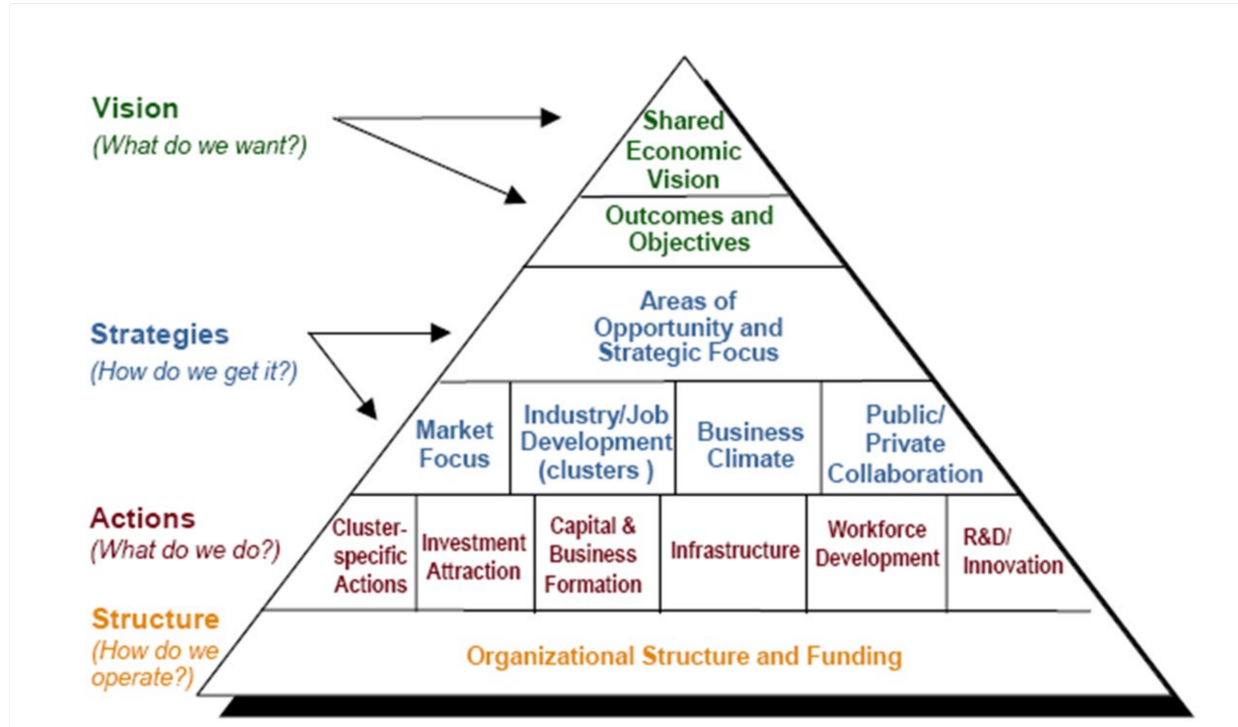
NAME (TYPED)

President

TITLE

February 15, 2022

DATED



TAB

2

CORPORATE BACKGROUND



RFP Requested Information

Strategic Planning Group, Inc. (SPG) is highly qualified to assist the City of Ormond Beach with its economic development planning. As evidence, we submit this statement of qualifications and experience.

SPG, a Florida based economics and planning consulting firm, **was founded in 1983**. The core of our practice is the implementation of economically viable public or private developments. Increasingly, **SPG's** role is to act as the client's representative assisting in the coordination of the various disciplines associated with economic development, comprehensive land-use planning, environmental assessments, financing, management and market research.

The practice of economic development and redevelopment planning has changed dramatically



over the last decade. Today, the role of community and economic development has expanded to include everything from technology transfer to attracting retail and expanding the community's tax base. The basic business model has changed.

SPG is a pioneer in the use of strategic planning concepts in developing solutions to enhancing the economic development potential of local governments. ***We are one of the first consulting organizations to successfully merge the fields of economic development, comprehensive growth management planning, and workforce development.*** Perhaps, most importantly, we are internationally known for forging public/private partnerships and developing public consensus.

At the heart of all our studies is the belief that, in order to succeed, planning must be based on sound economic and market principles and have solid stakeholder involvement throughout the entire planning and implementation process.

Since 1983, we have continuously provided professional community redevelopment planning, economic development, and market feasibility services to local government entities throughout the Southeast. Our firm is committed to providing the highest quality of professional services to our clients. The success of this philosophy is evidenced by our clients satisfaction with the services we provide.

We are extremely proud of the fact that we maintain an 85+% client retention standing.

State of Florida Department of State

I certify from the records of this office that STRATEGIC PLANNING GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 1983.

The document number of this corporation is G72058.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Randy R. ...
Secretary of State

Tracking Number: 5802651901CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RFP Requested Information

CONSULTING SERVICES

SPG's consultant team assists our public- and private-sector clients to maximize profits and minimize costs, while improving the quality of their investment. Our services include:

Economic Development

- ◆ Site Selection Services
- ◆ Economic Targeting
- ◆ Workforce Development
- ◆ Incentive Planning
- ◆ Strategic Plan Development
- ◆ Economic Development Strategies
- ◆ Community Development

Planning Studies

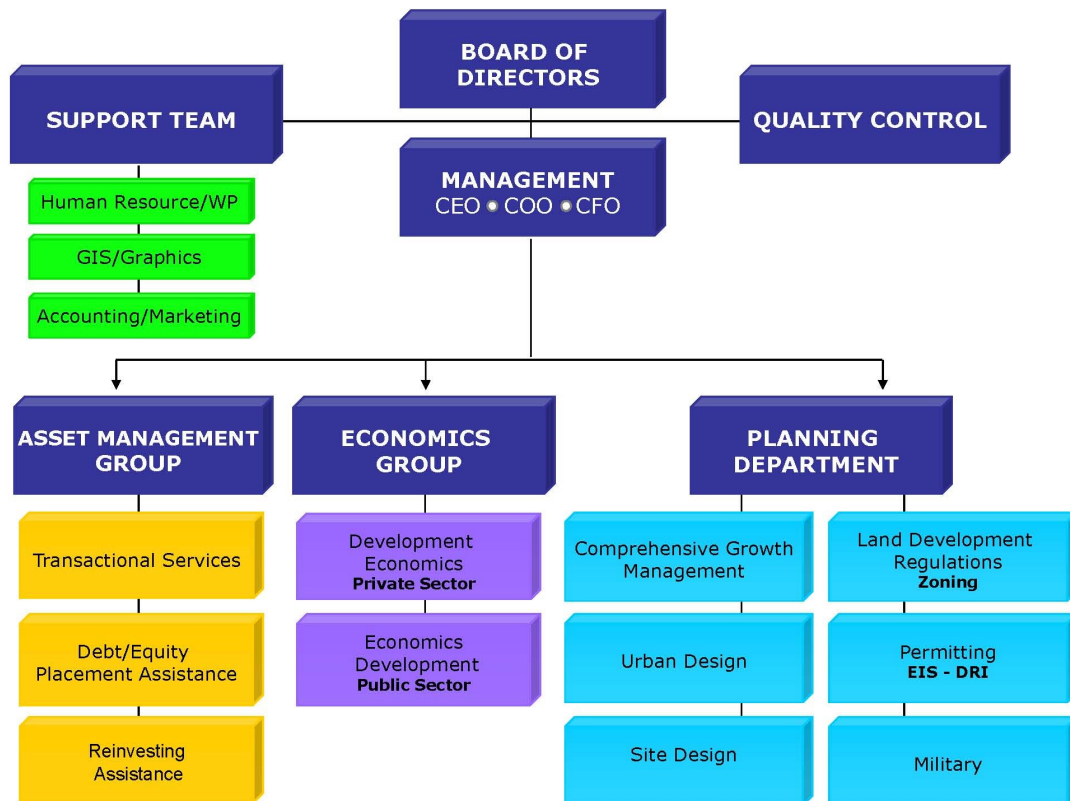
- ◆ Revitalization Plans
- ◆ Long-Range Comprehensive Plans
- ◆ Land Development Regulations
- ◆ Downtown Master Plans
- ◆ Affordable and Workforce Housing
- ◆ Tourism Planning
- ◆ Capital Improvement Programs

Market and Economic Studies

- ◆ Development Economics
- ◆ Market Assessments
- ◆ Market Feasibility Studies
- ◆ Absorption and Pricing Studies
- ◆ Development Planning and Permitting
- ◆ Highest- and Best-Use Studies
- ◆ Investment Analysis
- ◆ Economic and Fiscal Impact
- ◆ Integrated Economic Analyses

Strategic Planning

- ◆ Social and Economic Development
- ◆ Environmental Analysis and Mediation
- ◆ Consensus Planning & Implementation Strategies
- ◆ Public Policy





Economic Development

SPG is a leader in Economic Development assisting both the public and private sector to develop relocation plans and incentive programs. SPG staff have served on numerous Economic Development Councils and Agencies to aid with the implementation of numerous Economic Development Plans.

SPG understands economic development from both industry and community view points. SPG is a nationally recognized site location consultant to private industry as well as an internationally recognized leader in Economic Development.

SPG is proud of its role in adapting strategic planning, and real estate market principles into the field of economic development and redevelopment planning. We are also proud that we are responsible for State of Florida adding an Economic Development Element to its Growth Management Planning.

Furthermore, our international reputation as a leader in public participation and consensus making techniques has provided the need stakeholder involvement to ensure the implementation of our Economic Development Plans. From Kingston Jamaica to Pasco County, SPG's Economic Development Plans have been successfully implemented and resulted in job creation, increase government revenues and enhance quality of life for its residents.

We have provided examples SPG prepared Economic Development Plans on the requested Thumb drive requested in your RFP.

Economic Development Experience



Project Experience

Other Experience Includes:

Georgia

Atlanta Olympic Committee
Camden County
City of Conyers/
Hall County
Hinesville
Johns Creek
Kingsland
Paulding County
Rockdale County
Rome
Valdosta

Alabama

Autauga County
Baldwin County
Calhoun County
Chilton County
Coosa River County
Elmore County
Etowah County
Mobile County
Montgomery County
St. Claire County
Shelby County
Talladega County

Michigan

Washtenaw
Lake Michigan Development Commission

California

Palmdale
LA Airport Authority

Louisiana

Covington
Lake Charles

Mississippi

Biloxi
Pascagoula

North Carolina

Washington
Richland County
Raleigh

Texas

Corpus Christi
Dayton
Galveston
Ingleside

International

Alice Springs, Australia
Arab Republic of Egypt
Curacao,
Darwin, Australia
Jamaica, Kingston
St. Croix, Virgin Islands
St. Johns, Virgin Islands
St. Thomas, Virgin
Trinidad & Tobago
Bimini, Bahamas
Guam, US Territory



Project Experience

COMMUNITY REVITALIZATION & RENEWAL

The SPG staff has provided assistance to over 60 cities, municipalities and communities located throughout the United States on projects ranging from downtown/historic district renewal, neighborhood commercial revitalization, and Central Business District redevelopment/retail restructuring. Services are specifically targeted and tailored to the special community

Services Include:

- ♦ Agency Programming
- ♦ Community Relations
- ♦ Consumer/Business Surveys
- ♦ CRA Management
- ♦ CRA Planning
- ♦ Developer Negotiations
- ♦ Development Programming
- ♦ Feasibility Analysis
- ♦ Financial Analysis
- ♦ Fiscal Impact Studies
- ♦ Market Analysis
- ♦ Marketing/Promotions
- ♦ Market Research
- ♦ Property Acquisition / Disposition Analysis
- ♦ Property Valuations
- ♦ Regulatory Reviews
- ♦ Special Events
- ♦ Tax Increment Programs



Project Experience:

Florida

Boynton Beach
 Bradenton (2)
 Cocoa (2)
 Daytona Beach Shores
 Delray Beach
 Deltona
 Englewood
 Ft. Myers
 Fort Pierce
 Hallandale Beach
 Jacksonville (5)
 Leesburg
 Melbourne
 North Miami (2)
 Orange County
 Ormond Beach (2)
 Palm Coast
 Panama Beach
 Pensacola
 Rockledge
 Safety Harbor
 Sarasota
 Springfield
 Spring Hill
 St. Augustine
 St. Petersburg (2)
 Titusville
 Tarpon Springs
 Vero Beach
 Winter Haven (2)

Volusia County

Alabama

Baldwin County
 Gadsden
 Mobile

California

Palmdale

Georgia

Augusta
 Hinesville
 South Rome
 Tifton
 Valdosta
 World Fair
 Oconee

New Jersey

Port Monmouth

New York

Rochester
 Albany
 Syracuse

North Carolina

Raleigh
 Washington
 Spring Lake

South Carolina

Midlands Regional Council
 St. Andrews

Fairfield County

Texas

Corpus Christie
 Galveston

Bahamas

Bimini

Jamaica

Downtown Kingston

Australia

Alice Springs
 Darwin

Curacao

Spain

Costa del Sol

US Virgin Islands

St. Croix
 St. Johns
 St. Thomas

US Territory of Guam

Note: number in parentheses indicate more than one study



Retail Market & Development

Strategic Planning Group, Inc. (SPG) through its retail division provides a team of professionals having considerable experience in the commercial retail and services industries. These services are utilized by developers, retail chains, independent retailers, financial institutions, leasing agents and marketing organizations.



Professional consulting services are provided for a wide range of projects extending from individual, free-standing facilities to specialty centers and regional malls. Commu-

nity and neighborhood retail revitalization is also available to various governmental agencies and merchant groups.

Beginning with the initial retail market research, **SPG** professionals can assist throughout the conceptualization, permitting, development, financing and marketing process for a given project.

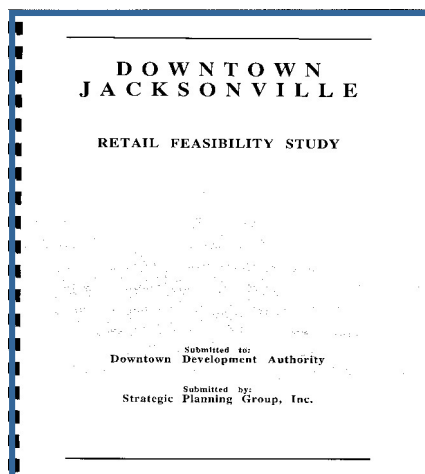
RETAIL SERVICES:

- ♦ Marketing Brochures
- ♦ Fiscal Impact Analysis
- ♦ Consumer/Business Survey
- ♦ Financial Feasibility Analysis
- ♦ Market Feasibility Analysis
- ♦ Market Identification
- ♦ Property Acquisition
- ♦ Retail Expenditure Forecasts
- ♦ Retail Market Research
- ♦ Retail Sales Projections
- ♦ Site Selection/Evaluation
- ♦ Tenant Identification
- ♦ Tenant Mix Analysis



Retail consulting services have been provided by **SPG** professionals for the following selected clients:

- ♦ Allied Department Stores
- ♦ Arvida Corporation
- ♦ DeBartolo Development
- ♦ Federated Department Stores
- ♦ Homart Development Company (Sears)
- ♦ Home Depot
- ♦ ITT Land Corporation
- ♦ J.C. Penny Company
- ♦ Kmart
- ♦ Major Realty Corporation
- ♦ Marine Bank
- ♦ Orlando Central Park, Inc.
- ♦ Simon Properties
- ♦ Southeast Bank
- ♦ Sunstates Property
- ♦ Publix
- ♦ Sweet Bay (Cash & Carry)





Corporate Capabilities

Florida Clients County & Local Government		RE Market and Analysis	Redevelopment/Revitalization	Economic Development	Urban Planning	Fiscal Analysis - CIP	Tax Increment Financing (TIF)	Housing Study	Affordable Workforce Housing	Commercial Feasibility	Retail Feasibility	Recreation Study	Tourism	Demographics	Strategic Planning	Site Selection/Evaluation	Facility Planning	Growth Management	ES/DR	Workforce Analysis	Concensus Building	Grants
Apopka		X	X							X									X			
Boca Raton		X								X						X						
Boynton Beach		X	X	X	X		X	X	X					X	X			X			X	
Bradenton		X	X																			
Brevard County		X	X	X		X			X			X	X	X		X						
Citrus County		X		X																		
Clay County		X		X	X		X					X		X				X		X	X	
Cape Coral									X													
Cocoa		X	X	X	X	X		X	X	X				X	X	X		X				X
Coconut Creek								X	X													
Coral Gable									X													
Dania Beach									X													
Daytona Beach Shores			X		X			X	X			X		X				X			X	
Deland		X	X	X			X		X	X						X						
Delray Beach		X	X		X			X	X	X	X			X	X			X			X	X
Deltona				X																		
Edgewater								X	X									X			X	
Fort Lauderdale		X						X	X		X		X	X		X				X		
Fort Pierce		X							X					X								
Fort Myers		X	X							X	X		X	X							X	X
Hallandale			X			X																
Hernando County		X		X				X	X							X				X		
Hillsborough County			X												X	X		X				
Jacksonville Beach		X	X		X	X	X	X	X	X	X	X		X	X	X		X	X	X	X	X
Jacksonville		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Kissimmee		X		X												X						
Key West		X			X	X		X	X					X	X					X		
Leon County		X	X	X	X	X		X	X			X				X		X	X		X	X
Maitland		X	X	X	X					X	X				X			X				
Marion County				X																		
Melbourne		X	X		X	X	X	X	X	X	X	X		X			X				X	
Navarre Beach		X			X				X	X	X		X					X				
North Miami		X	X	X	X	X		X	X	X					X			X			X	X
North Port		X	X	X		X			X	X		X			X	X	X			X		
Orange County		X	X	X		X			X		X				X	X	X	X			X	
Orlando		X	X	X	X			X	X	X	X			X	X	X						
Ormond Beach		X	X	X	X	X	X	X	X	X				X	X	X		X		X	X	
Palatka			X		X									X	X						X	
Palm Beach County								X	X													
Palm Coast		X	X	X	X	X	X	X	X	X				X	X		X	X			X	
Panama City		X	X		X	X			X	X	X		X				X	X			X	
Pasco County		X	X	X	X	X		X	X						X	X		X				
Pembroke Pines		X		X										X							X	
Pensacola		X	X		X			X	X									X		X		
Pensacola Beach				X				X		X		X	X					X				
Pinellas County		X	X		X			X	X						X							
Polk County				X	X	X			X									X			X	
Plant City				X				X	X													
Rockledge			X		X				X	X											X	
Safety Harbor			X	X				X	X	X							X				X	
Sarasota		X	X	X		X			X	X		X				X						
St. Augustine		X	X	X	X				X	X						X		X			X	
St. Cloud				X														X				
St. Johns County		X		X				X	X													
St. Lucie County				X																X		
St. Petersburg		X	X	X	X	X		X	X	X	X	X		X	X	X		X		X	X	X
Sunrise								X	X													
Sumter County		X		X												X						
Tallahassee		X	X	X	X				X	X	X					X	X				X	
Tarpon Springs		X	X	X	X				X	X	X		X					X			X	
Temple Terrace				X	X				X	X								X				
Titusville		X	X	X	X				X									X				
Vero Beach		X	X		X		X	X		X								X			X	X
Walton County		X		X								X	X	X								
Wilton Manor				X																		
Winter Haven		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X



5-year economic development strategic plan



Approved by the Volusia County Council June 2002

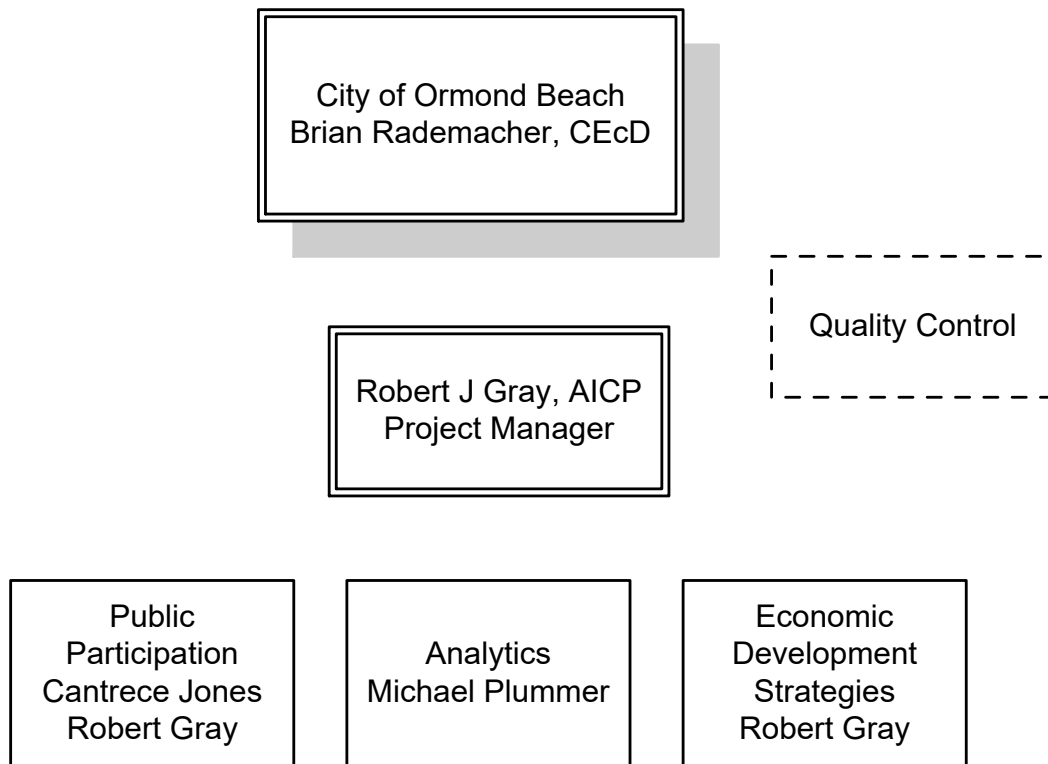
TAB

3

KEY PERSONNEL



Summary of Qualifications - Key Personnel



Additional SPG Supporting Staff

Web Designers ☉ Urban Planners ☉ Economists ☉ Market Analysts
 ☉ Real Estate Brokers ☉ Real Estate Analysts ☉ Urban Designers
 ☉ Landscape Architects ☉ Architects ☉ Civil Engineers ☉
 Transportation Engineers ☉ Transportation Planners ☉ GIS and
 CADD ☉ Land Use Planners



Summary of Qualifications - Key Personnel



As Chairman of Strategic Planning Group, Inc. (SPG) Mr. Robert "Bob" Gray is a national leader in Economic Development and Redevelopment Planning and Implementation. He is active and has served as a Director of the Florida Economic Development Council (FEDC). He has also been on three (3) Economic Development

Robert John Gray, AICP Project Manager

Boards

Mr. Gray has prepared Market/Financial Feasibility Studies and Highest and Best-Use Studies for over \$45 billion dollars worth of development for both private- and public-sector clients. He holds a commercial real estate broker license in Florida, assisting corporate clients in relocation studies. Mr. Gray has also prepared over 20 downtown and community redevelopment plans within Florida and another 15 international studies. Mr. Gray has completed over **40 economic development plans including the following Florida Programs:**

- * Gibsonton CDP Economic Development Profile, 2020
- * Ruskin CDP Economic Development Profile, 2020
- * Lincolnville SEDP 2018-2023
- * Ormond Beach SEDP 2017-2019
- * Wilton Manors SEDP 2016-2022
- * Boynton Beach SEDP 2016-2022
- * Johns Creek, GA SEDP 2015-2025
- * St. Lucie County SEDP 2015-2020
- * Pembroke Pines, SEDP 2014-2019
- * Hillsborough County/Tampa Planning Commission Economic Development Evaluation, 2013
- * Pasco County EDSP, 2013-2015 (also 1983 Economic Development Plan)
- * City of North Port Economic Development Strategic Plan (EDSP), 2012-2017
- * City of Ormond Beach SEDP 2012-2017
- * Hardee County Economic Development Program, 2012
- * City of Deltona Economic Development Strategic Plan (EDSP)
- * Volusia County Economic Development Organizational Analysis
- * Volusia County EDSP
- * City of Ormond Beach EDSP, 2007-2012
- * Clay County EDSP
- * Duval County EDSP
- * Polk County EDSP
- * Titusville Economic Development Study
- * Sumter County Industrial Targeting Study
- * Hernando County Industrial Targeting Study
- * Citrus County Industrial Targeting Study
- * Marion County Industrial Targeting Study
- * First Coast Bio Medical EDSP
- * Winter Haven EDSP
- * Withlacoochee Regional EDSP
- * City of North Miami ED Visioning Program
- * City of Palatka ED Visioning Program
- * St. Johns Economic Development Profile
- * Jacksonville EDSP

Summary of Project Experience

Project Manager for Gaines Street/ Civic Center District Highest and Best Use program; Project Manager Project

Director for the Historic Melbourne Downtown Retail Plan; Retain and Economic Repositioning Program for five corridors in North Miami; Retail Study for New Town CRA, Sarasota; St. Armands Circle Retail Redevelopment Program; SR100 Palm Coast Centre Retail Plan; Ormond Beach North Mainland Retail Plan; Central Bradenton Retail Repositioning Plan; Downtown Safety Harbor Retail Repositioning Plan; Boynton Beach *Heart of Boynton* Retail Repositioning Plan; Delray Beach *West Atlantic Plan Retail Plan*; Englewood Retail Repositioning Program; Rockledge Retail Plan; and the Greater Leesburg Retail Highest and Best Use Study.

Economic Repositioning/Redevelopment Experience

He is a leader in preparing Redevelopment Programs, having prepared over **35 for local governments, 20 within the State of Florida**. He is a member of the Florida Redevelopment Association. Mr. Gray is a Florida Real Estate Broker. He is currently completing the Hallandale Beach CRA Redevelopment Plan which is including pandemic impact policies and strategies.

He has created effective CRA redevelopment plans/strategies for local, regional, and national governments including

- ♦ 12 Downtown CRAs
- ♦ 12 African American CRAs
- ♦ 10 Corridor CRAs
- ♦ 6 Tourism Related CRAs

Comprehensive Planning/Urban Planning

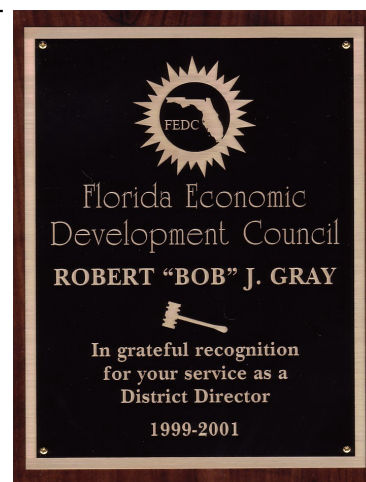
Prepared Land Use and Growth Management Programs for **over 30 local and regional governments** throughout North America, the Caribbean and the Pacific, including 12 in Florida (9J-5) including Polk County.

Affordable/Workforce Housing

Prepared over 20 Affordable/Workforce Housing Studies including; Palm Beach County, Palm Beach Gardens, Coconut Creek, Sunrise, Ft. Lauderdale Pinellas County, etc.

EDUCATION:

Doctoral Courses, University of Florida
M.A., University of Florida, 1972
B.A., University of Florida, 1970
Corporate Management Courses, Harvard University





Summary of Qualifications - Key Personnel



Michael Plummer has over 30 years experience as an economic and real estate advisor to public and private sector clients. Prior to joining SPG, Mr. Plummer

Michael K. Plummer
Senior Associate

served as the Southeast Regional Director of Real Estate and Financial Management Consulting for KPMG Peat Marwick. Mr. Plummer served on the Firm's Real Estate Steering Committee and participated as an instructor in KPMG's in-house training programs.

PROJECT RELATED EXPERIENCE:

- ♦ **TITUSVILLE ECONOMIC DEVELOPMENT STRATEGY**
- ♦ **PALM COAST TOWN CENTRE CRA**
- ♦ **COCONUT CREEK AFFORDABLE LINKAGE FEE PLAN**
- ♦ **PALM BEACH COUNTY AFFORDABLE / WORKFORCE HOUSING STUDY**
- ♦ **STUART YACHT CLUB MARKET ANALYSIS**
- ♦ **ORMOND BEACH SEDP**

OTHER EXPERIENCE

- ♦ **Bond Financing Feasibility Studies (24 successful):** Tallahassee, Mobile, Ft. Lauderdale, Gulfport, Memphis, Houston, Miami, etc.
- ♦ Tallahassee Downtown Redevelopment Authority – Mr. Plummer assisted the authority in evaluating plans for a new convention center hotel development.
- ♦ Panama City Redevelopment Authority – Mr. Plummer prepared a downtown redevelopment strategy for the revitalization of the downtown of Panama City, Florida, which included a strategy to redevelop the waterfront and pier area. He also assisted in the valuation of the master lease for the pier.
- ♦ City of Key West – Mr. Plummer assisted the City in evaluating the proposed development program for the redevelopment of the Truman Annex and assisted in negotiations with the developer.

City of Charleston – Mr. Plummer worked closely with the Mayor's office in the planning of a proposed Civic Center project.

Georgia World Congress Center – Mr. Plummer prepared the economic impact analysis for one of the largest convention centers in the country.

Escambia County – Mr. Plummer prepared the market study and economic impact analysis for the expansion of the Pensacola Civic Center.

Birmingham/Jefferson Convention Center Authority – Mr. Plummer prepared the market study for the development of a convention center hotel and assisted the Authority in the selection and negotiations with a national hotel chain.

EDUCATION:

Bachelor of Business Administration, Economics, University of North Florida

Master of Science, Real Estate, Georgia State University

PROFESSIONAL ORGANIZATIONS:

Florida Governor Bob Graham's Council of Economic Advisors

Florida Governor's Task Force on Housing



Summary of Qualifications - Key Personnel



Ms. Jones's experience with project management, public involvement, urban planning, database creation, organizational design and effectiveness, and technology was developed throughout her more than 20 years in the professional services industry. Ms. Jones's has worked on a variety of high-profile transportation, urban planning and environmental planning projects.

Cantrece has gained extensive experience working on both public and private urban planning projects, including downtown, citywide and corridor master plans. Cantrece has also performed Public Relations, Managed Site Work and Community Outreach planning for City of Jacksonville (COJ) projects. She has performed planning services for municipalities such as the Jacksonville Transportation Authority (JTA), the Jacksonville Electric Authority (JEA), the Florida Department of Transportation (FDOT) and the Atlanta Regional Commission. Her skills include: Project Management, Public Outreach Campaign Design & Implementation, Conflict Assessment and Resolution, Government Relations, Community Planning and Facilitation Services, Educational Outreach in Local School Districts, Multi-Media Public Information Campaigns, Media Relations, Organizational Management, Speeches and Presentations, Office Management and Team Building / Development.

Experience:

Ormond Beach Downtown CRA

*Responsible for Public/Stakeholder Involvement
Meeting coordination with organizations
Collateral Design
Branding*

Lincolnvile CRA Update (St. Augustine)

*Public hearings
Responsible for Public/Stakeholder Involvement
Coordinate with the City on all Public Workshop's/
Hearings
Meeting coordination with organizations*

Jacksonville International Airport CRA Update

*Public hearings
Responsible for Public/Stakeholder Involvement
Coordinate with the City on all Public Workshop's/
Hearings
Meeting coordination with organizations*

Cantrece Jones

Public Involvement/Marketing

*Targeted outreach by partnering with existing scheduled community events (City of Jacksonville, DCPS, churches and nonprofit organizations)
Final Report Preparation*

Renew Arlington CRA Findings & Master Plan (Jacksonville).

*Public hearings
Responsible for Public/Stakeholder Involvement
Coordinate with the City on all Public Workshop's/
Hearings
Meeting coordination with organizations
Targeted outreach by partnering with existing scheduled community events (City of Jacksonville, DCPS, churches and nonprofit organizations)
Collateral Design
Branding/ Final Report Preparation*

Education:

B.A. Communications, University of North Florida

Professional Affiliations:

Society of Marketing Professionals Services (SMPS);
Past President

Women in Defense (WID) - Member

American Planning Association (APA); Jacksonville & Atlanta Chapter



RFP Requested Information



Mr. Gjertson has over 37 years of urban planning and landscape architecture experience specializing in sustainable solutions for cities and neighborhoods. Projects ranging from economic development plans, neighborhood revitalization, redevelopment master planning, urban design guidelines and code review. Mr. Gjertson

is a recognized expert in philosophies of Transit Oriented Development (TOD), Low Impact Design (LID), Smart Growth and New Urbanism.

Experience Examples:

City of Hallandale Beach, FL - Mobility Hub and Station Area Plan; Project Manager & Urban Design (2020)

Johns Creek, GA - Economic Development Strategic Plan

Fairfield County, SC - Strategic Community and Economic Development Master Plan – Project Manager

Washington, NC – Downtown Washington on the Waterfront Master Plan – Project Manager

Rome-Floyd County, GA – South Rome Master Plan for Redevelopment – Project Manager

Hinesville, GA – Redevelopment Master Plan for Hinesville Urban Core – Project Manager

Town of Spring Lake, NC - Community Master Plan – Project

Richland County, SC – Broad River Road Corridor & Community Master Plan – Project Manager

Education

Bachelor of Landscape Architecture, University of Wisconsin

Registrations

Licensed Landscape Architect

Florida #0001141, 1987

Georgia #1444, 2009

South Carolina #1091, 2009

North Carolina #1588, 2009

Professional Associations

American Society of Landscape Architects

Congress for New Urbanism

Urban Land Institute (Associate Member)

American Planning Association

Professional Affiliations

American Society of Landscape Architects

Congress for New Urbanism

Urban Land Institute (Associate Member)

American Planning Association

David Gjertson, RLA, AICP, ASLA

ECONOMIC AND REVITALIZATION
PLANNING

Certifications/Training

American Institute of Certified Planners (AICP Certified)

*Atlanta Regional Commission (ARC) Regional Economic Competitiveness Strategy – Livability Subcommittee
2014-2015*

Regional Pattern Book Charrette 2007 ASLA Table Leader

*Georgia Institute of Technology – Guest Lecturer
2002-2004 – “Urban Studies”*

Atlanta Regional Commission (ARC) – Jury Member for Awards of Excellence 2003

American Society of Landscape Architects – Georgia Chapter - Executive Committee Member 2011

Washington, North Carolina Downtown Revitalization Program - 2007 Georgia ASLA Merit Award

*Yellow River Regional Park – 2006 ASLA Award
South Rome Redevelopment Master Plan – 2004 ASLA Award*

*US17 Corridor Design Guidelines (2002) – National Association of Development
Organizations Research Foundation (NADO) Innovation Award*

*French Broad River Park Master Plan – 2003
Georgia ASLA Award*

Participant Georgia DCA Quality Growth Program including: White County, City of Thomasville, GA & Walker County



TAB

4

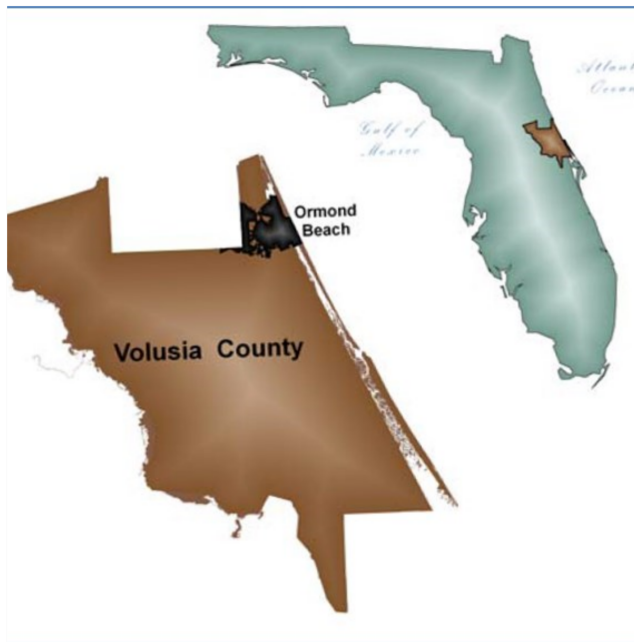
Project Examples

References



References

Ormond Beach 2017-2019 SEDP



Mission Statement

The mission of the Strategic Economic Plan is to influence the existing and future landscape of Ormond Beach by being proactive in business retention, expansion and attraction.

Macro Goals

- ♦ Expand the Ormond Beach non-residential tax base and other revenue sources.
- ♦ Provide for a variety of employment opportunities in Ormond Beach.
- ♦ Maintain and increase financial wealth of Ormond Beach residents.
- ♦ Ensure quality commercial and industrial development.
- ♦ Increase participation and regional coordination of economic development efforts to eliminate redundancies.

The three-year Strategic Economic Development Plan (SEDP) has been developed to serve the City of Ormond Beach as a guide to identifying key priorities in diversifying the City's economy. The SEDP also identifies key challenges, ensures stakeholder consensus, and formulates recommendations for the implementation of the SEDP.

The goals, objectives, and policies of the SEDP are designed in the three main areas of economic development: business retention and expansion; business recruitment; and downtown development and visitor attraction.

The SEDP is a document that City officials, residents, local businesses, and real estate investors should view as a tool in shaping the community's future financial viability.

City of Ormond Beach, Florida

Brian Rademacher
Economic Development Director
(SPG's work was managed by Mr. Joe Mannarino who retired in 2018)
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3342
Brian.Rademacher@ormondbeach.org



References

Pembroke Pines Economic Development Strategic Plan



SPG was retained by the City to prepare its first Economic Development Strategic Plan which was adopted unanimously in December 2014. The City is the second most populous City in Broward County.

The EDSP contains 6 Goals, 20 objectives and 76 strategies. The EDSP goals are:

Goal 1: POSITION CITY IMAGE, BUSINESS CLIMATE AND BRAND FOR ECONOMIC DEVELOPMENT

Goal 2: POSITION THE CITY FOR ECONOMIC DEVELOPMENT

Goal 3: DEVELOP PRODUCT - LAND AND BUILDINGS

Goal 4: PROMOTE ECONOMIC REDEVELOPMENT THROUGHOUT THE CITY

Goal 5: DEVELOP INFRASTRUCTURE FOR BALANCED GROWTH

Goal 6: IMPROVE QUALITY OF LIFE-COMMUNITY DEVELOPMENT

Reference: MICHAEL D. STAMM JR.

Director, Planning and Economic Development Division
City of Pembroke Pines
10100 Pines Blvd
Pembroke Pines, FL 33026
954.435.6513 (Office)
mstamm@ppines.com

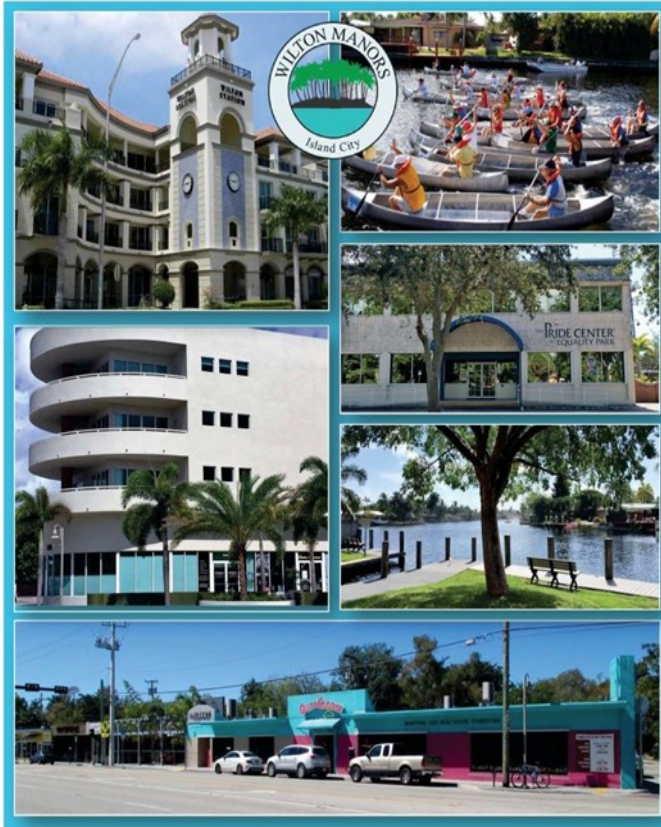
Pembroke Pines is largely built-out and the SEDP needed to address redevelopment as well as infill strategies. The graphic below shows the rendering for the new Civic Center that will be built in the now vacant City Center properties. The development of the City Center was a major part of the overall EDSP and the City has recently sold the property and development is under construction.





References

Wilton Manors Economic Development Strategic Plan



CITY OF WILTON MANORS
2016-2021 ECONOMIC DEVELOPMENT STRATEGIC PLAN
November 2016

Wilton Manors Economic Development Strategic Plan (2016)

Wilton Manors

Roberta Moore
Director of Community Development Services
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
(954) 390-2180
rmoores@wiltonmanors.com

SPG prepared the City's first Economic Development Strategic Plan (EDSP). The EDSP is very comprehensive. The EDSP contains 6 Goals, 24 objectives and 79 strategies. It should be noted that there is considerable overlap between goals, objectives and strategies and that responsibility for the objectives/strategies involves a host of public and private stakeholders.

As a result of significant public input, six major themes serve as the "Goals" for the EDSP.

Goal 1: PROMOTE CITY IMAGE, BUSINESS CLIMATE AND BRAND FOR ECONOMIC DEVELOPMENT

Goal 2: POSITION THE CITY FOR ECONOMIC DEVELOPMENT/ REDEVELOPMENT

Goal 3: DEVELOP PRODUCT – PARKING, LAND AND BUILDINGS

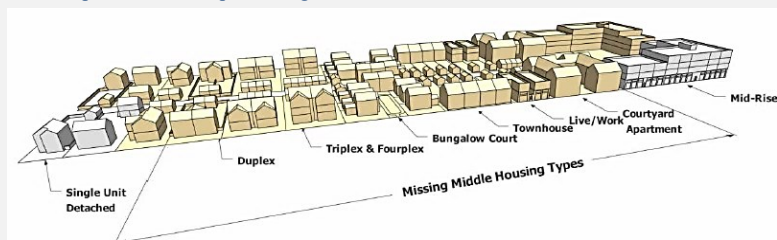
Goal 4: PROMOTE ECONOMIC REDEVELOPMENT THROUGHOUT THE CITY

Goal 5: DEVELOP INFRASTRUCTURE FOR BALANCED GROWTH

Goal 6: IMPROVE QUALITY OF LIFE- COMMUNITY DEVELOPMENT

Each of the goals listed have numerous objectives and strategies, which provide the means of attaining their individual and collective results.

As referred in numerous articles and in SPG's 2012 Pinellas County Housing Market Report, there are a number of housing products that can transition neighborhoods from single family to denser products like duplex, bungalow courts and townhouse





References

Hallandale Beach CRA Up- date /Amendment (2020)

Client: Hallandale Beach CRA
 Contact: Dr. Jeremy Earle
 Assistant City Manager/CRA
 Director
 400 S Federal Highway
 Hallandale Beach, FL 33009
 jearle@hallandalebeachfl.gov
 (954) 457-3070

Description of Services

SPG/IBI joint venture prepared an Update/Amendment to the Hallandale Beach CRA Redevelopment Plan to allow for a completely new implementation plan to direct funding to new planning efforts through its sunset in FY 2027 and beyond. Part of the planning process was conducted during the COVID 19 pandemic resulting in the use of online virtual meetings. It also allowed for the inclusion of new planning policies to address pandemic issues.

Cost: \$189,000 (on budget)
Completion: June 17, 2020



FINANCIAL ANALYSIS

Capital improvements costing \$80.4 million will be generated by the proposed redevelopment plan and quadrant upgrades. Utilization of the CRA's TIF revenues, which by their 2026 sunset are projected to reach a cumulative sum of \$124 million, will be an asset to project completion and self-financing the capital improvements required for the projects.

CAPITAL COSTS BY QUADRANT

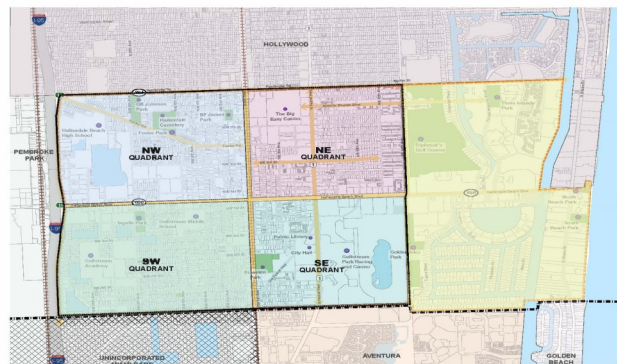
NW QUADRANT
\$22,360,840

SW QUADRANT
\$13,260,420

NE / SE QUADRANT
\$12,490,815

ARTS TRAIL
\$2,860,485

* Arts Trail, excluding the section outside of the CRA boundary.

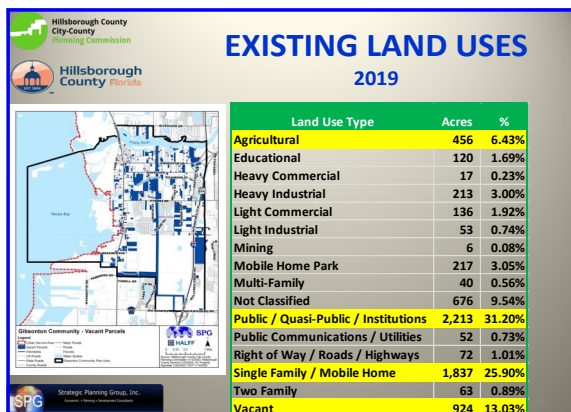
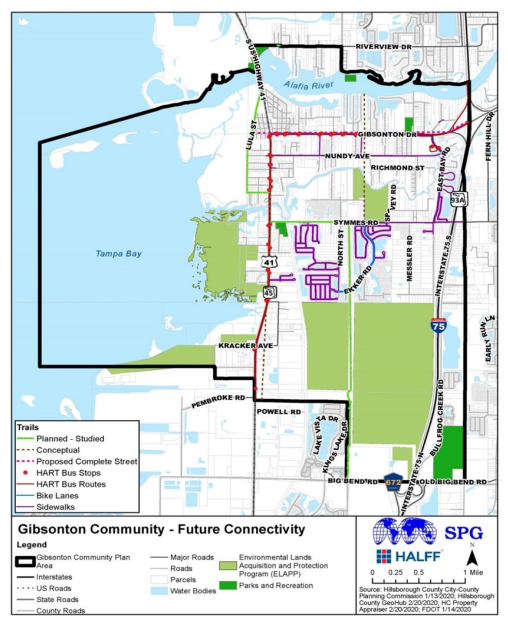




GIBSONTON COMMUNITY PROFILE



DRAFT



References

Gibsonton Community Redevelopment Profile (2020)

Strategic Planning Group, Inc. was selected in early 2020 by the Hillsborough County City County Planning Commission to prepare a community economic redevelopment profile for the Gibsonton Census Designated Place (CDP) within Hillsborough County. SPG had prepared a similar profile for the Ruskin CDP in 2019.

The purpose of the profile was to provide a current analysis of the social and economic trends affecting the Community and plan for its future.

The planning effort included input from over 100 stakeholders and due to the COVID 19 pandemic utilized online virtual workshops in addition to earlier public workshops and interviews/surveys.

Client: Hillsborough County-City Planning Commission

Contact: Mariann Abrahamsen, AICP

Senior Planner

Strategic Planning, Environmental & Research

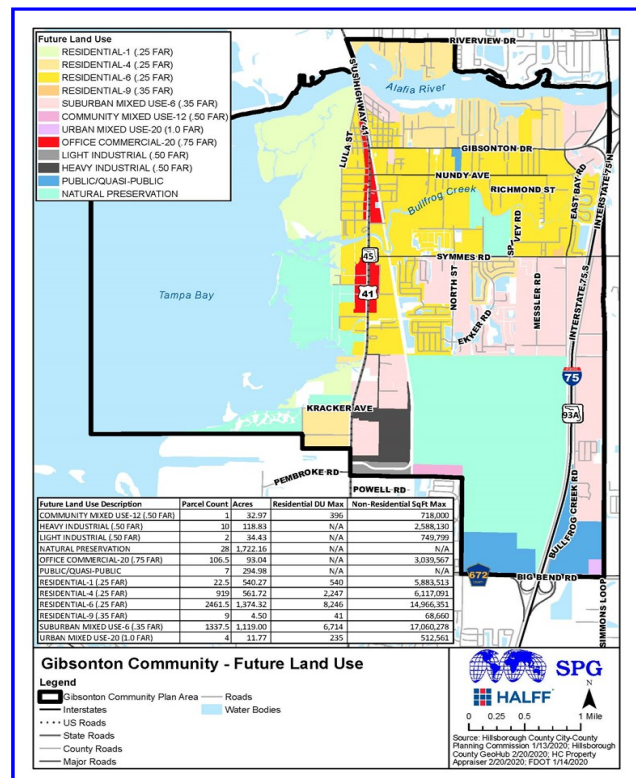
Hillsborough County City-County Planning Commission

marianna@plancom.org • 813.273.3774 x 353

planhillsborough.org

Schedule: 7 months, completion August 2020 (on time)

Budget: \$35,000 (on budget)





References

Ruskin Community Economic Development Profile (2019)

Strategic Planning Group, Inc. was selected by the Hillsborough County City County Planning Commission to prepare a community economic redevelopment profile for the Ruskin Census Designated Place (CDP) within Hillsborough County. The purpose of the profile was to provide a current analysis of the social and economic trends affecting the Community and plan for its economic development/revitalization.

The planning effort included input from over 100 stakeholders and due to the COVID 19 pandemic utilized online virtual workshops in addition to earlier public workshops and interviews/surveys.

Client: Hillsborough County-City Planning Commission

Contact: Mariann Abrahamsen, AICP

Senior Planner

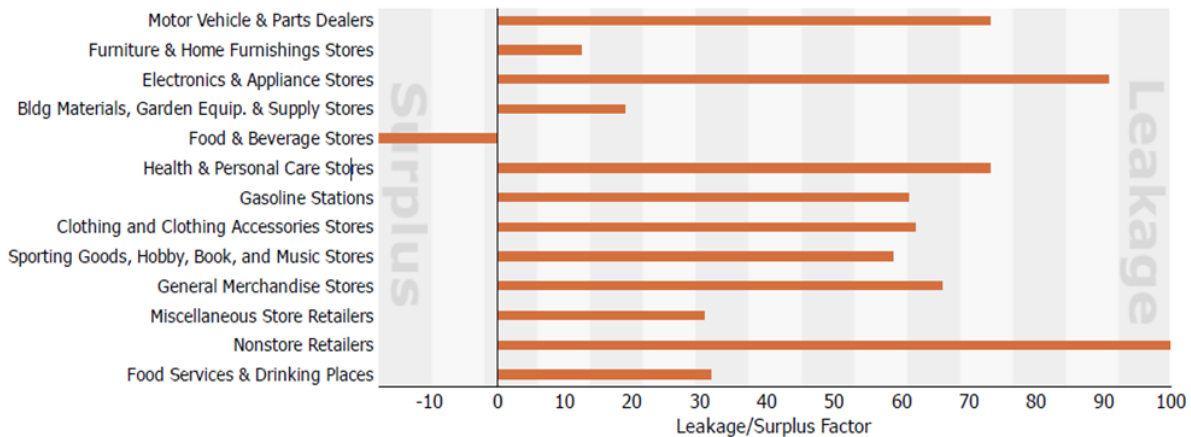
Strategic Planning, Environmental & Research

Hillsborough County City-County Planning Commission

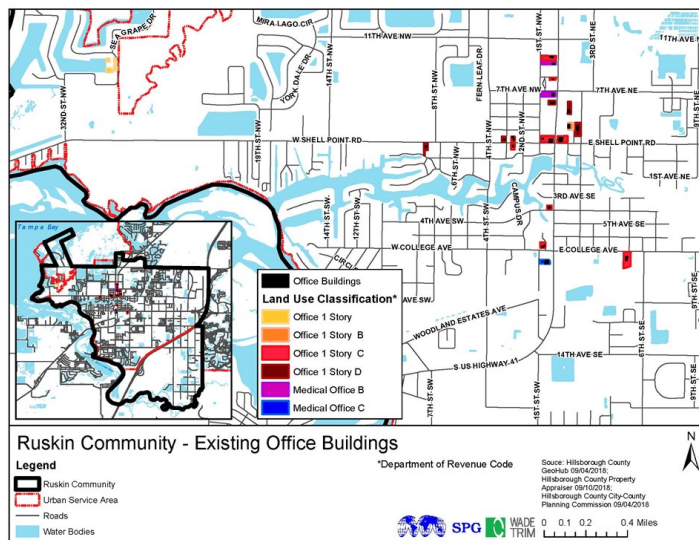
marianna@plancom.org • 813.273.3774 x 353

planhillsborough.org

2017 Leakage/Surplus Factor by Industry Subsector



Budget: \$35,000 (on budget)



NAICS Industry Sector

	2015	
	Count	Share
Agriculture, Forestry, Fishing and Hunting	1,730	41.7%
Mining, Quarrying, and Oil and Gas Extraction	0	0.0%
Utilities	40	1.0%
Construction	338	8.1%
Manufacturing	354	8.5%
Wholesale Trade	76	1.8%
Retail Trade	247	6.0%
Transportation and Warehousing	18	0.4%
Information	11	0.3%
Finance and Insurance	66	1.6%
Real Estate and Rental and Leasing	52	1.3%
Professional, Scientific, and Technical Services	159	3.8%
Management of Companies and Enterprises	0	0.0%
Administration & Support, Waste Management and Remediation	174	4.2%
Educational Services	1	0.0%
Health Care and Social Assistance	274	6.6%
Arts, Entertainment, and Recreation	7	0.2%
Accommodation and Food Services	447	10.8%
Other Services (excluding Public Administration)	155	3.7%
Public Administration	0	0.0%



References

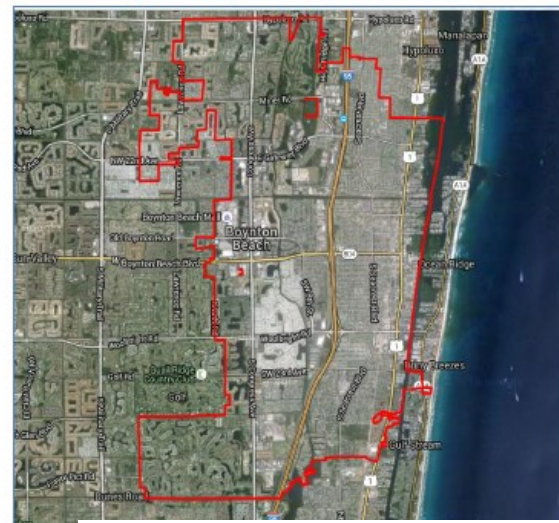
Boynton Beach Economic Development Strategic Plan



CITY OF BOYNTON BEACH
2016-2021 ECONOMIC DEVELOPMENT STRATEGIC PLAN
September 2016

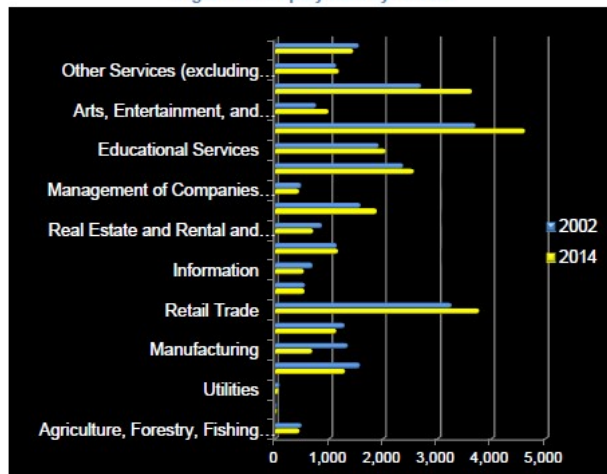
SPG prepared the City's first Economic Development Strategic Plan (EDSP). The City is virtually built-out and growth will be largely through redevelopment. The EDSP contains 5 Goals, 16 objectives and 52 strategies. It should be noted that there is considerable overlap between goals, objectives and strategies and that responsibility for the objectives/strategies involves a host of public and private stakeholders.

Figure 2. Boynton Beach Boundaries



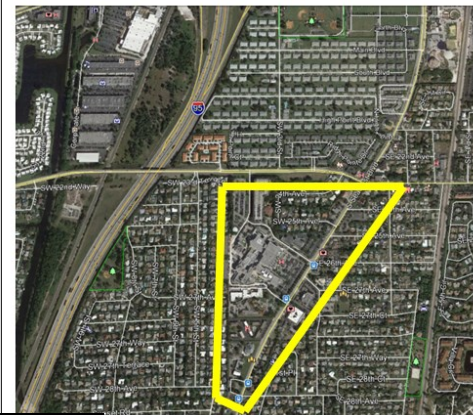
Source: [unintelligible]

Figure 22. Employment by NAICS



Source: 2010-2014 American Community Survey

Figure 42. Medical/Hospital Overlay



Source: Strategic Planning Group, Inc., 2016

	Industrial	Vacancy	Office	Vacancy
Boca Raton	7.3 Million	3.80%	11.3 Million	16.7%
Boynton Beach	4.2 Million	2.40%	448,000	29.4%
Delray	2.8 Million	3.20%	1.4 Million	46.6%
Lake Worth	3.1 Million	1.20%	396,000	7.2%
Pompano	22 Million *	4.70%	733,000	21.0%
Footnote * includes Ft. Lauderdale				



References

St. Lucie County Economic Development Strategic Plan

St. Lucie EDC

Economic Development Council
of St. Lucie County, Inc.

ECONOMIC DEVELOPMENT STRATEGIC PLAN 2015-2020

Prepared by:
STANLEY ADVISORY ASSOCIATES, INC.
Mary Jane Stanley, CEC

STRATEGIC PLANNING GROUP, INC.
Bob Gray, AICP

July 2015



STRENGTHS	WEAKNESSES
- Pro-Business Governments, Good County Administration and Staff, Good ED Staff, Strong Chamber (26) - Land Assets, low cost and lots of acreage (13) - Quality of Life: Affordable, Baseball, PGA, Beaches, Tradition Development, Hospitals/Trauma Centers, Ocean Marine Research, Navy Seal Museum (12) - Port, Airport, Rail (12) - Transportation-Location/Road Access (I-95, Turnpike), and Good Strategic Central Location (8) - Indian River State College (IRSC) (8) - Education-Formal and informal (4)	- Lack of articulated vision (16) - Poor school ratings (15) - Lack of Shovel Ready Sites for light manufacturing and lack of Class "A" Office (12) - Workforce-availability and quality (11) - High crime in NE section of the County (9) - Lack of coordination between gov't. on permitting, regulations, land use, impact fees, etc. (8) - Lack of countywide marketing effort (5)
OPPORTUNITIES	THREATS
- Improve and expand the Airport (14) - Existing businesses/expansion (14) - Expansion of the Port (11) - Treasure Coast Research Park- Brand and Promote the park (10) - Provide leadership with permitting and customer service (7) - Tourism Infrastructure-hotels, meeting space, etc. (6) - Infrastructure Improvements: Relocate wastewater facility, Relocate rail, New I-95 Interchange, Complete Crosstown Parkway connection (5) - Encourage development of Mixed-Use at Tradition, LTC Ranch, Southern Groves, City Center (3)	- Lack of Action-Cost of Doing Nothing (35) - Improvements needed to the K-12 delivery system, school branding (25) - EDC Regressing (20) - All Aboard Florida (4) - Bio-Tech/ Life Sciences firms leaving (4)

Goal 1: DEVELOP PRODUCT - LAND AND BUILDINGS

Goal 2: POSITION THE COUNTY'S IMAGE & BRAND FOR ECONOMIC DEVELOPMENT

Goal 3: DEVELOP INFRASTRUCTURE FOR BALANCED GROWTH

Goal 4: POSITION THE COUNTY FOR ECONOMIC DEVELOPMENT - BUSINESS CLIMATE

Goal 5: DEVELOP BUSINESS RETENTION, EXPANSION AND ATTRACTION COUNTYWIDE

Goal 6: DEVELOP TOURISM INFRASTRUCTURE - QUALITY OF LIFE

Each of the goals listed have numerous objectives and strategies, which provide the means of attaining their individual and collective results.

This EDSP is very comprehensive.

The EDSP contains 6 Goals, 25 objectives and 76 strategies. It should be noted that there is considerable overlap between goals, objectives and strategies and that responsibility for the objectives/strategies involves a host of public and private stakeholders.

Strategic Themes

St. Lucie EDC

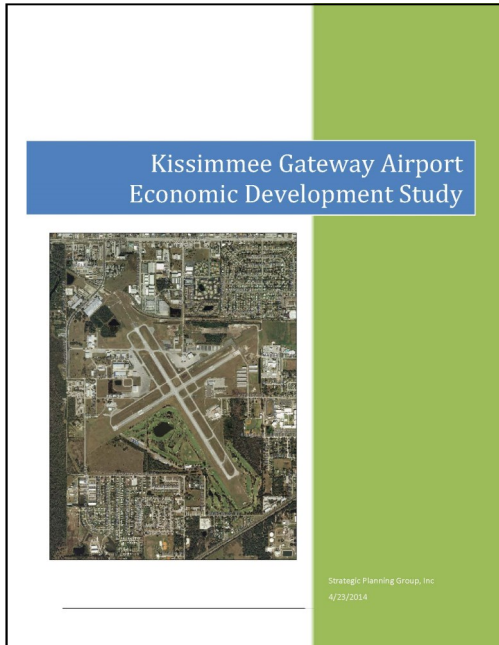
Develop Product	
- Treasure Coast Research Park - Implementing the St. Lucie Corridor Initiative	- Availability of Buildings and Sites - Tradition Center for Innovation
Business Image and Branding	
- Unified Vision - Branding	Countywide Marketing
Infrastructure	
- Transportation (I-95 Interchange) - Airport-Connectivity Linkages - Crosstown Parkway-Final Phase	- Port - Broadband
Growth Leadership-Business Climate	
- EDC Staffing and Funding - Regional Cooperation/Partnerships	- Government Coordination in Permitting - Workforce and Education K-16
Business Retention, Expansion and Attraction	
- Agriculture - Manufacturers Council	- Manufacturing - Target Industries - Existing Industry Program - Business Partnerships
Tourism Infrastructure	
- Hotel Development - Branding for Tourism	- Convention/ Meeting Space - Coordination with the Tourist Dev. Council

St. Lucie EDC



References

Kissimmee Gateway Airport Economic Development Plan-2014



Strategic Planning Group, Inc. was retained by the City of Kissimmee in 2014 to assist the City to develop an Economic Development Strategy for the City's Kissimmee Gateway Airport and surrounding lands. The airport is close to the proposed SunRail station.

Proposed Policies

Goal 1: Adopt the zoning and land use framework necessary to allow for the creation of guiding policies and regulations to accomplish those goals and objectives established in the Airport Economic Development Plan (AEDP).

Objective 1.1: Refine the study area boundary identified in the AEDP to remove those properties that don't further the objectives of the AEDP and ensure consistency in policy application. *City Staff*

Objective 1.2: Redefine and expand AE (Airport Expansion) Future Land Use over the entire area identified in Objective 1.1. to establish the framework for implementation of AEDP goals and objectives. *City Staff*

Objective 1.3: Create a zoning overlay corresponding to the boundaries of the AE Future Land Use established above. The overlay will establish site, building and sign design standards for both airport property and surrounding areas within the land development code to ensure that any development and redevelopment will adhere to a higher aesthetic standard that will further the goals of the AEDP, while accounting for the physical design needs within and adjacent to the Gateway Airport. *City Staff*

Objective 1.4: Explore the existing industrial zoning within the established Overlay to determine any changes in permitted/conditional uses that may be necessary

to further the goals and intent of the AEDP. *City Staff*

Goal 2: Coordinate with the County to ensure any enclaves within the area established in Objective 1.1 are developed in a manner consistent with those goals established in the AEDP.

Objective 2.1: Create an Interlocal Agreement (ILA) with Osceola County to allow for the annexation of any existing enclaves within the AEDP into the City, beginning with those less than 10 acres in size. *City & Osceola County Staff*

Objective 2.2: Explore the establishment of a Joint Planning Agreement (JPA) with the County to ensure any new development occurring in those enclaves prior to annexation will be consistent with the goals and objectives of the AEDP. *City and Osceola County Staff*

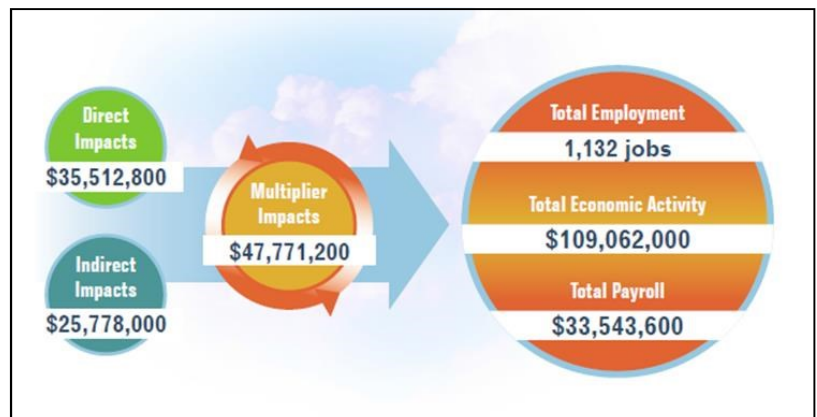
Goal 3: Enhance the visibility of the Gateway Airport and surrounding areas within the AEDP to existing and potential users/developers.

Objective 3.1: Create a cohesive wayfinding sign design package for the Gateway Airport and surrounding properties to facilitate navigation to and through these areas. *Kissimmee Gateway Airport Staff*

Objective 3.2: Coordinate with Metro Orlando Economic Development, the Greater Osceola

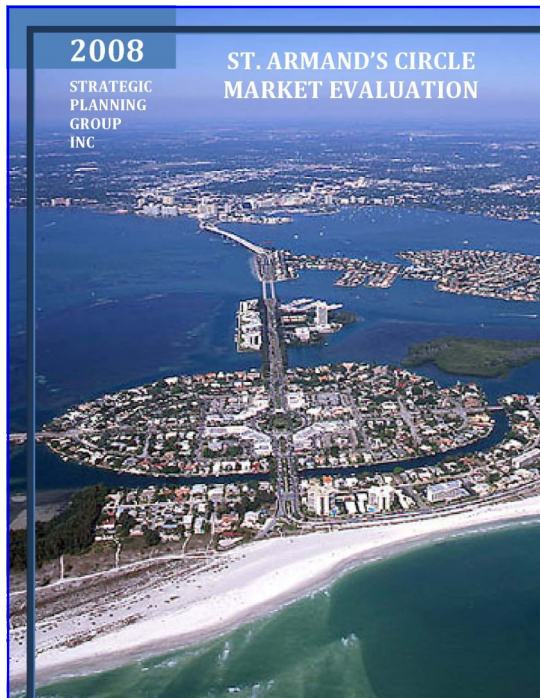
Partnership for Economic Prosperity and regional commercial and industrial real estate brokers to educate and market the assets of the Airport and surrounding properties. *Kissimmee Economic Development Division Staff*

Objective 3.3: Create a marketing Plan for the Gateway Airport which outlines strategies to further promote the airport to the respective target audiences. *Kissimmee Gateway Airport and Economic Development Staff*



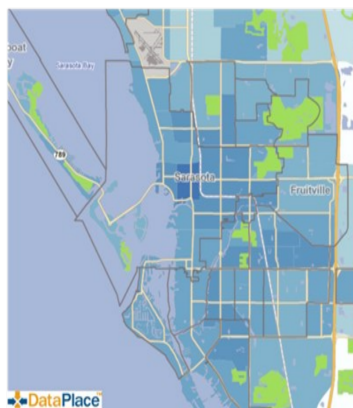
References

ST. ARMAND'S CIRCLE, SARASOTA, FL

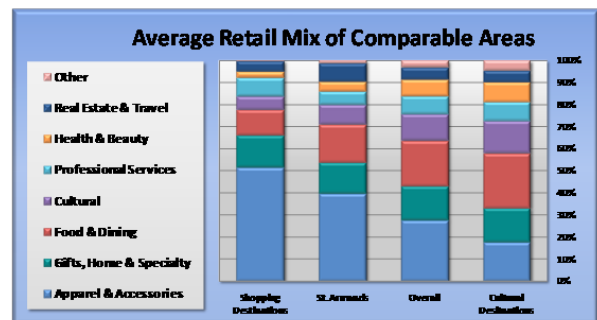
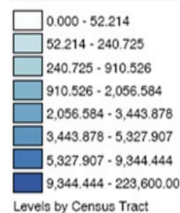


St. Armand's Circle has a long and prestigious history as a premier shopping destination. Recently, however, the Circle has faced significant challenges from a variety of sources. The circle's age is beginning to show, the quantity and quality of competition has increased, and customer demographics and preferences have changed significantly. Notably, the Circle's primary anchor (the upscale regional department store, Jacobson's) closed in 2002 and has yet to be replaced.

As part of a new redevelopment plan, SPG was retained by the St. Armand's business improvement district and the City of Sarasota to prepare a Retail Feasibility Study which provided the bid and the City with updated demographic and consumer profiles and strategies for the enhancement of this well established and historic shopping center.



**Population
Density**
People per square mile, 2000



Client: Add

Team: Strategic Planning Group, Inc.

Services: Retail Market Evaluation

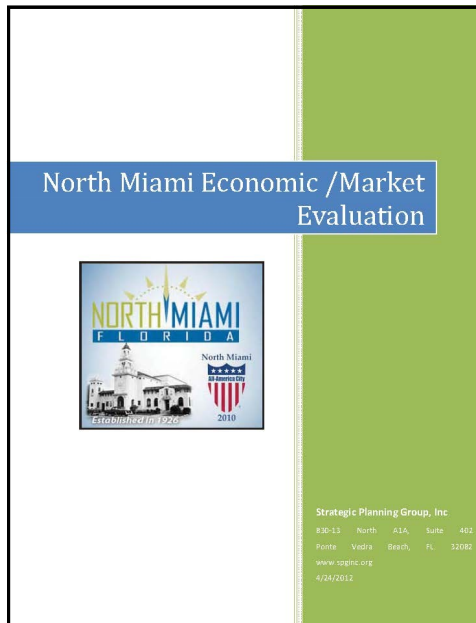
References: Mr. David Smith
City of Sarasota
1565 First Street
Sarasota, FL 34236
david_smith@sarasotagov.net





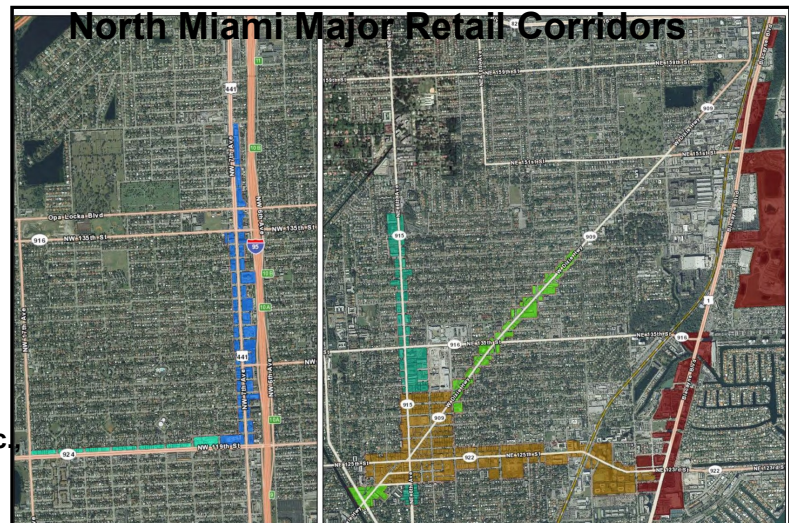
References

City of North Miami Corridor Retail Studies



SPG was retained by the City of North Miami to prepare a retail analysis for its five (5) major corridors. SPG staff spent several days within the City and interviewed numerous stakeholders from each of the corridors.

A detailed retail GAP analysis was prepared for each of the five major corridors.



Client: City of North Miami
Team: Strategic Planning Group, Inc. and Keith & Schars
Services: Retail Repositioning Strategy

Contact: Tanya Wilson-Sejour,
 AICP
 Community Planning & Development Dept.
 City of North Miami, 12400 NE 8th Avenue
 North Miami, FL 33161
 305~895~9826 Direct line. Fax: 305~895~4074

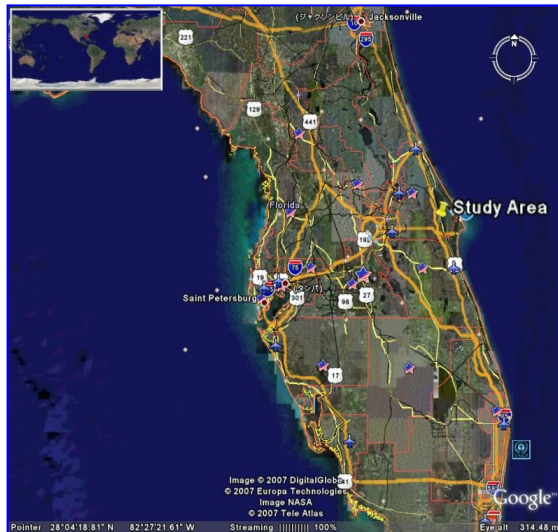
The City has already experience significant retail interest and development along Biscayne Blvd as well as along 117th Avenue as a result of the study.

	2011 Demand (Consumer Expenditures)	2011 Supply (Retail Sales)	Opportunity Gap/Surplus
Radius 1: , 0.00 - 2.00 Miles, Total			
Motor Vehicle and Parts Dealers-441	\$145,795,176	\$130,211,640	\$15,583,536
Furniture and Home Furnishings Stores-442	\$19,306,835	\$30,526,187	-\$11,219,352
Electronics and Appliance Stores-443	\$22,386,312	\$36,810,506	-\$14,424,194
Building Material, Garden Equip Stores -444	\$85,523,190	\$104,752,913	-\$19,229,723
Food and Beverage Stores-445	\$154,460,214	\$168,114,713	-\$13,654,499
Health and Personal Care Stores-446	\$71,798,281	\$118,626,122	-\$46,827,841
Gasoline Stations-447	\$105,507,899	\$74,871,540	\$30,636,359
Clothing and Clothing Accessories Stores-448	\$57,209,304	\$28,546,641	\$28,662,663
Sporting Goods, Hobby, Book, Music Stores-451	\$19,957,536	\$15,604,140	\$4,353,396
General Merchandise Stores-452	\$155,689,378	\$149,949,503	\$5,739,875
Miscellaneous Store Retailers-453	\$25,504,417	\$24,907,096	\$597,321
Non-Store Retailers-454	\$84,432,315	\$42,150,096	\$42,282,219
Foodservice and Drinking Places-722	\$112,237,622	\$99,000,304	\$13,237,318
GAFO *	\$284,618,850	\$274,661,766	\$9,957,084
Total Retail Sales Incl Eating and Drinking Places	\$1,059,808,478	\$1,024,071,401	\$35,737,077



References

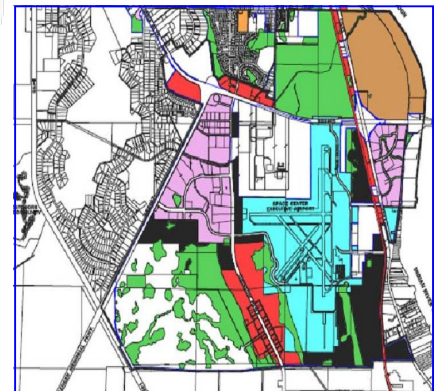
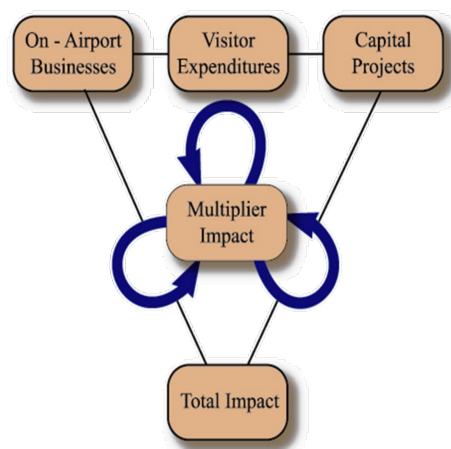
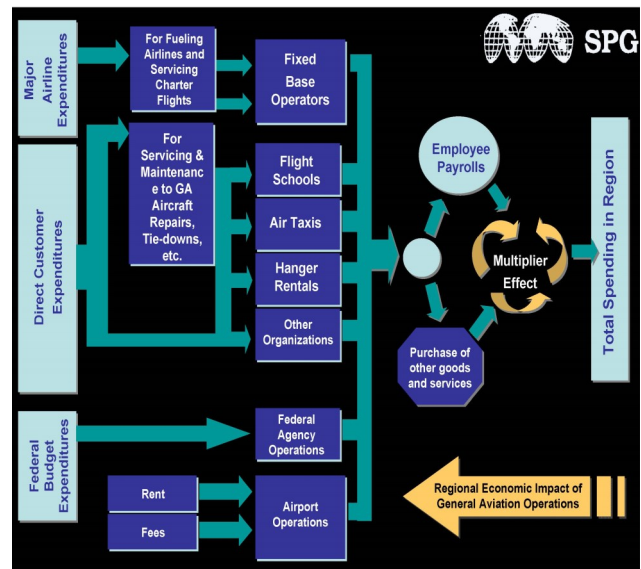
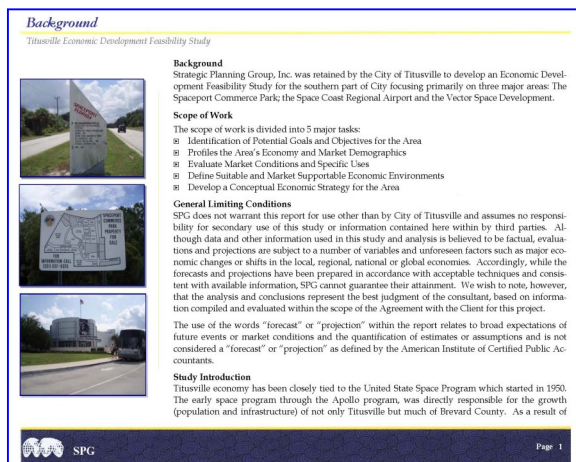
TITUSVILLE, FLORIDA STRATEGIC PLAN



Strategic Planning Group, Inc. was retained by the City of Titusville to prepare an Economic Development/Feasibility Study for the southern part of the City that is anchored by the Space Coast Regional Airport.

Description of Services: The scope of work was divided into 5 major tasks:

- ◆ Identification of Potential Goals and Objectives for the Area
- ◆ Profiles the Area's Economy and Market Demographics
- ◆ Evaluate Market Conditions and Specific Uses
- ◆ Define Suitable and Market Supportable Economic Environments
- ◆ Develop a Conceptual Economic Strategy for the Area





5-year economic development strategic plan



Approved by the Volusia County Council June 2002

Volusia County Economic Development Strategic Program

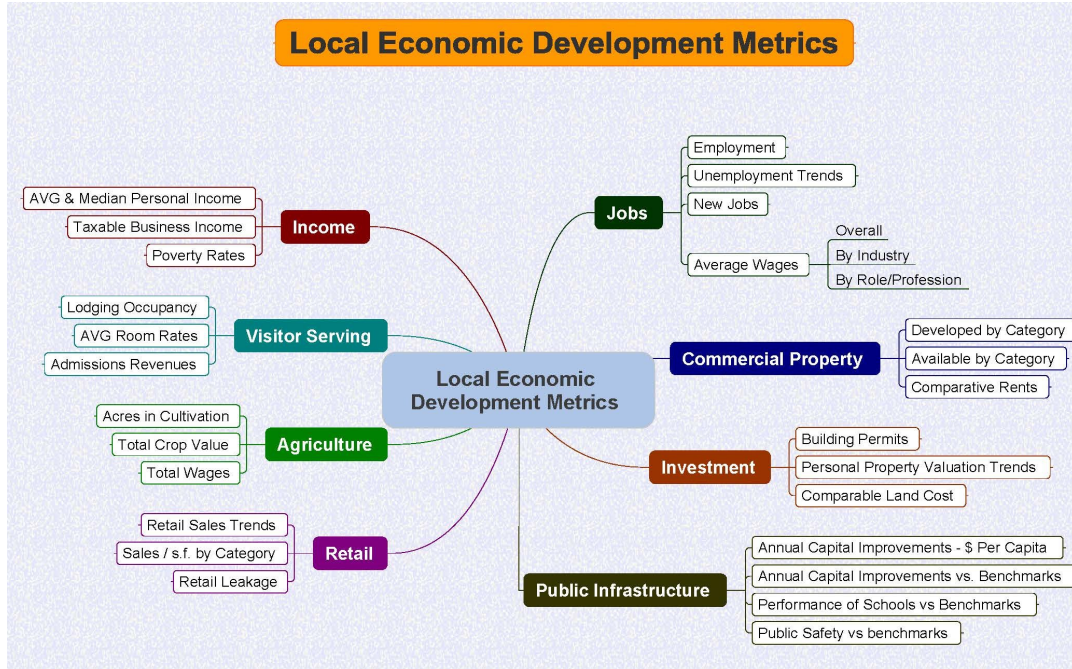
FLORIDA

Economic Development Strategic Plan for Volusia County, Florida. The County retained SPG to update its past economic development plans in light of the creation of a new County EDO. SPG conducted over 70 face-to-face interviews, four regional charrettes throughout the County, two County workshops and a final Public Hearing on the Strategic Plan and its implementation program. The County's commitment to economic development increased from \$267,000 to \$2.1 million.

The \$100 million Implementation Plan covers six major goals including: Developing and Implementing a Unified Approach to Economic Development; Business Development and Expansion; Tourism Enhancement and Expansion; Workforce Development; Community Development;

VOLUSIA COUNTY Economic Development Strategic Plan

Objective	Strategy	Quarter	Year	CY 2002	CY 2003	CY 2004	CY 2005	CY 2006	5 YR total	Funding Source
Goal 1	DEVELOP AND IMPLEMENT A UNIFIED APPROACH TO ECONOMIC DEVELOPMENT			\$1,125,500	\$1,152,500	\$1,031,500	\$999,500	\$1,006,500	\$5,315,500	
Objective 1.1	Create Base Line For Identifying Workforce Attributes									
Strategy 1.1.1	Establish a routine reporting process for monitoring area workforce statistics and trends, by 3rd quarter, CY 2002; ongoing	3	2	\$2,000					\$2,000	DOED
Strategy 1.1.2	Investigate and monitor annual population migration trends to determine local growth rates, by 2nd quarter, CY 2002; ongoing	3	2	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000	DOED
Strategy 1.1.3	Establish a routine reporting process for monitoring average wage trends by industry sector, by 2nd quarter, CY 2002; ongoing	3	2	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000	DOED
Strategy 1.1.4	Incorporate and financially support the Senior Corp Of Retired Executives (SCORE) toward providing initial small business counseling for business start-ups, beginning 2nd quarter, CY 2002; ongoing	2	2	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000	DOCS DOED
				\$10,000	\$8,000	\$8,000	\$8,000	\$8,000	\$42,000	
Objective 1.2	Create Value-Added Employment Opportunities									
Strategy 1.2.1	Identify targeted industry sectors that offer value-added employment opportunities by 3rd quarter, CY 2002; ongoing	3	2	\$25,000					\$25,000	DOED
Strategy 1.2.2	Establish public policy to set targeted wage parameters that provide value-added guidelines by 3rd quarter CY 2002; ongoing	3	2	\$0	\$0	\$0	\$0	\$0	\$0	DOED
Strategy 1.2.3	Establish an inducement program to encourage recruitment of value-added businesses by 3rd quarter CY 2002; ongoing	3	2	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000	DOED
Strategy 1.2.4	Support development projects that create physical facilities that foster value-added employment, ongoing	1	2	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000	DOED LM
Strategy 1.2.5	Organize and coordinate a Federal Contractor Procurement Fair to provide local access to federal small business set-a-sides by 3rd quarter CY 2003; ongoing	4	3			\$20,000		\$20,000	\$40,000	DOED
				\$675,000	\$650,000	\$670,000	\$650,000	\$670,000	\$3,315,000	
Objective 1.3	Encourage Partnering of Economic Development Activities between County, Cities and Chambers of Commerce									
Strategy 1.3.1	Create a marketing forum to encourage participation of area chambers, cities and county economic development and workforce practitioners by 1st quarter CY 2002; ongoing	2	2	\$18,000	\$5,000	\$5,000	\$5,000	\$5,000	\$38,000	DOED
Strategy 1.3.2	Encourage the participation of chamber, cities, county and workforce practitioners in targeted trade shows for business recruitment by 3rd quarter CY 2002; ongoing	4	2	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$60,000	DOED



TAB

5

REFERENCES



References



This letter will serve as my recommendation of Strategic Planning Group, Inc. (SPG). Strategic Planning Group has provided services for redevelopment master planning and economic repositioning within the City of Sarasota within the past two years. Specifically, SPG participated in the creation of a Master Plan for the Commercial Tourist District on St. Armands Key and also authored a Retail Market Analysis for the Marion Anderson Place Site in our Newtown community. City of Sarasota staff is very pleased with the performance and services provided by SPG.

I will be happy to be considered a reference for the above referenced RFQ for Strategic Planning Group. My contact information is provided below.

Sincerely,

David L. Smith, AICP
General Manager/Integration
david.smith@sarasotagov.com
Phone: 941-954-5175

NEIGHBORHOOD AND DEVELOPMENT SERVICES DEPARTMENT
P.O. Box 1058
Sarasota, FL 34230-1058
Tel 941-954-4195 Fax 941-954-4179



References



OFFICE OF ECONOMIC DEVELOPMENT
CITY OF JACKSONVILLE, FL

To Whom It May Concern:

Strategic Planning Group, Inc. has been assisting the Office of Economic Development on its redevelopment plans for two of our Community Redevelopment Areas (CRA) located in the City of Jacksonville. SPG prepared the Findings of Necessity Report and Redevelopment Master Plan for the City's new Renew Arlington CRA initiative. The Arlington Findings/CRA was under significant time constraints and the SPG team went above and beyond to meet the necessary requirements and deadlines. Additionally, they are currently working on the update to the Jacksonville International Airport CRA Redevelopment Plan, which is extremely articulate and comprehensive.

Their efficiency, expertise and professionalism have been exemplary; their results have been extremely successful and were highly praised by the Jacksonville City Council. These efforts are considered to be the benchmark for future redevelopment plans.

I have enjoyed working with SPG immensely and would hire them again given the opportunity. I whole heartedly recommend Strategic Planning Group, Inc. to you and would encourage you to hire them as their performance and professionalism is outstanding.

Please do not hesitate to contact me if you have any questions 904-630-2272.

Sincerely,

Karen V. Nasrallah
Redevelopment Manager, OED



References



Letter of Recommendation for Strategic Planning Group, Inc.

To Whom It May Concern:

In 2015, the City of Johns Creek, Georgia hired Strategic Planning Group, Inc. to develop the city's first Strategic Economic Development Plan (SEDP). Over the course of several months, Robert Gray and Mary Jane Stanley provided outstanding support and advice to the city's staff, created taskforce and ultimately to the City Council. The project was completed on-time with no change orders and included several valuable additional contributions from the team to further augment the plan.

We are currently finishing the initial year of plan implementation and the plan has proven to be a valuable guide towards our economic development efforts. I would not hesitate to recommend Robert has team for other services.

Sincerely,

Justin Kirouac
Assistant City Manager
City of Johns Creek

City Administration

12000 Findley Road | Suite 400 | Johns Creek, GA 30097 | JohnsCreekGA.gov | 678-512-3200 | Fax: 678-512-3244



References



CITY OF ORMOND BEACH

Economic Development 22 S. Beach St. Ormond Beach, FL 32174 (386) 676-3266 Fax: (386) 676-3384

June 6, 2020

I am writing this letter of recommendation for Strategic Planning Group, Inc. (SPG) who has assisted the City of Ormond Beach with several planning and economic development initiatives and plans over the past ten years. In particular, SPG has prepared the findings and Community Redevelopment Area Master Plan and Fiscal Impact Study for a 3,000 acre planned development project referred to as Ormond Crossings.

In addition, SPG worked closely with the City's Department of Economic Development in 2006 to prepare the City's first Strategic Economic Development Plan and has completed revisions of the plan in 2012 and 2017.

SPG conducted their work in a professional manner and their plans were well received by the City's residents and elected officials.

Regards,

Brian Rademacher, CEcD
Director of Economic Development





References

REFERENCES

City of Pembroke Pines, FL

Michael D. Stamm, Jr.

Director, Planning /Economic Development 10100
Pines Blvd
Pembroke Pines, FL 33026
954.435.6513 (Office) , 954.435.6546 (Fax) •
mstamm@ppines.com

Description of Service:

SPG prepared the City's first Strategic Economic Development Program (SEDP): 2014-2019.

Dates of Service: 2015

City of Jacksonville, FL

(Renew Arlington Findings/Master Plan)

Karen V. Nasrallah

Redevelopment Manager
City of Jacksonville
Office of Economic Development
117 W. Duval Street, Ste 275
Jacksonville, Florida 32202
904.630.2272, 904.630-2919 (Fax)
www.jaxdevelopment.org

Description of Service:

SPG prepared the Findings Study/Master Plan for Arlington including Branding

Dates of Service: June 2015-February 2016

Wilton Manors

(Strategic Economic Development Plan)

Roberta Moore
Director of Community Development Services
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
(954) 390-2180
rmoore@wiltonmanors.com

City of Johns Creek

Justin Kirouac

(Mr. Kirouac was the Assistant City Manager of Johns Creek and the City's Project Manager on the SEDP. He just left the City and is now County Manager for Oconee County, GA)

Oconee County Manager
23 N Main Street
Watkinsville, GA 30677
(706) 769-5120
jkirouac@oconee.ga.us

Description of Services:

SPG recently completed the City's first Strategic Economic Development Plan. As a result of the Plan the City is already changing its previous planning efforts to align with the SEDP's recommendations

Dates of Service: 2015

City of Ormond Beach, Florida

Brian Rademacher
Economic Development Director
(SPG's work was managed by Mr. Joe Man-
narino who retired in 2018)
22 South Beach Street
Ormond Beach, FL 32175
(386) 676-3342
Brian.Rademacher@ormondbeach.org

Description of Services:

SPG prepared numerous studies for the City including its 2012-17 Strategic Economic Development Program and its earlier 2007-2012 SEDP, as well as fiscal impact studies and most recently assisting the City with its economic development incentives program. the SEDP included the City's two CRAs.

SPG also prepared the City's Mainland Crossing CRA Redevelopment Plan.

Dates of Service: 2002-2018

Gibsonton CDP, Hillsborough County, FL

Mariann Abrahamsen, AICP
Senior Planner
Strategic Planning, Environmental & Research
Hillsborough County City-County Planning Commission
marianna@plancom.org • 813.273.3774 x 353
planhillsborough.org

Description of Services:

SPG prepared the Economic Development Profile for Gibsonton, Hillsborough County. Utilizing SurveyMonkey the SWOT received over 400 respondents. The Profile included inventory of retail, office, industrial and agricultural building and buildout potential.

Dates of Service: 2020

Why Do Economic Development?



TAB

6

Approach and Methodology



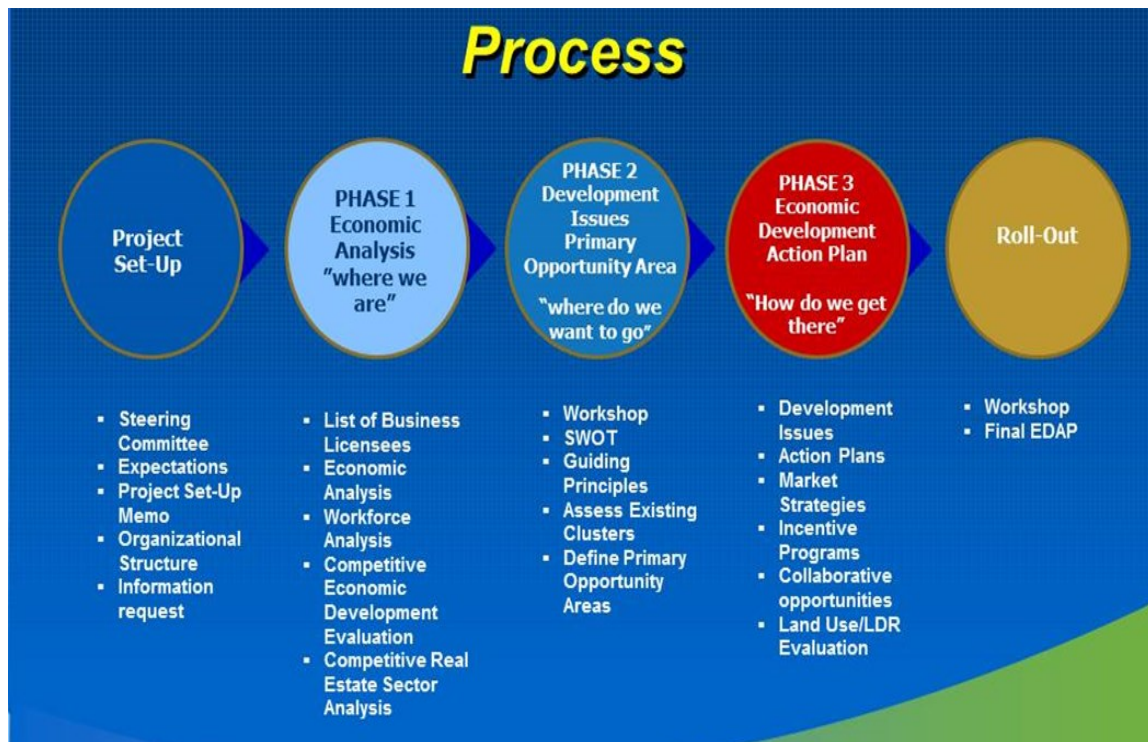
Scope of Work

Ormond Beach recognizes the need to address its assets, changing demographics and the impacts of COVID-19 by developing strategies to enhance the City's quality of life, its competitive position within the region, and to develop a sustainable future. To this end the development of this Economic Development Strategic Plan is a continuation of taking a tactical approach to addressing the short and mid term strategic necessary to repositioning the City's economic footprint to achieve true sustainability by retaining and capturing quality jobs wherein it can generate the revenues needed to provide its residents with highest quality services and facilities.

To accomplish this goal, it must be recognized that the City needs to be in a competitive position with the other areas of the region should it wish to capture and or incubate new employment opportunities. The region, like the nation as a whole, is in an economic development paradigm shift. Today there is a continued shift to a knowledge based economic structure with an increase in "gardening" new entrepreneurship and the shift to economic sustainability. We believe the region is well positioned for the new economy; but the City needs to make sure its strategic plans allow for it to be competitive and therefore capture its share of the region's "Prosperity".

As both leaders in economic development, and redevelopment, we believe that Strategic Planning Group, Inc. is uniquely qualified to assist you develop a Economic Development Strategic Plan which has as its focus not only goals, objectives and policies but a clear understanding of "how " to achieve them.

SPG, Inc is a pioneer in utilizing (strategic planning) approach to develop programs and strategies over the last 30 years. The approach is based heavily on the development of community consensus amongst all stakeholders. SPG has been recognized by the American Planning Association and National Economic Development Organization in the field of community consensus building.





Approach

One of the most important skills which SPG brings to its clients, is its hands-on organizational experience within the field of economic development, redevelopment, and development economics. We work diligently with local stakeholders to develop the most appropriate organizational structure necessary to implement and fund the recommendations of our study.

As a result of the profound impacts that COVID-19 has had and will continue to have, local governments need new approaches for recovery and resiliency of their economies.

SPG has been at the forefront of assisting local governments adapted to the ever changing economic development paradigms of the last 30 years. As a result of the most recent impacts of COVID-19, SPG is assisting local communities assess the ongoing efforts to relaunch their economies safely and support local businesses and industries.

EDSP Mission

Per the City's RFP, the mission of this study is to increase the City's economic vitality by providing proactive in business retention, expansion and attraction, and development of commercial corridors and CRA District. The strategic plan identifies goals, objectives and implementation strategies that are attainable based on realistic economic development assumptions and resources.

Scope

The scope of service is to prepare a locally based economic development strategy with a three- year implementation plan with policies, projects and programs. The plan generally seeks to diversify the economic base, leverage existing assets to improve the economic prosperity of the community and include a resiliency and recovery component. The EDSP, at a minimum will:

- Evaluate progress made on the previous plan's goals, objectives, action steps, and fiscal cost/benefit analysis of the Growth Assistance Program economic development incentive program.
- Reevaluate the City's economic development strengths/weakness/opportunities/threats.
- Compile and present the most current demographic, economic, and employment data and provide report on economic trends, projected areas of growth and the regional context to create strategies for the creation and retention of a variety of employment opportunities in the City.
- Identify strategies for business retention, expansion and attraction including an updated assessment of target industries.
- Identify strategies to continue support and growth of local entrepreneurs and small business development.



Approach

***At the heart of all our studies is the belief
that, in order to succeed, planning must
be based on sound economic and market
principles***



SCHEDULE

ID	Task Name	Start	Finish	Duration														
					Jan 2022		Feb 2022		Mar 2022		Apr 2022		May 2022		Jun 2022		Jul 2022	
1	Phase 1 Pembroke Pines Now (Baseline)	1/3/2022	3/4/2022	45d														
2	Task 1. Project setup and kickoff	1/3/2022	1/4/2022	2d														
3	Task 2. Data Collection	1/3/2022	2/11/2022	30d														
4	Task 3. Socio – Economic Analysis	1/31/2022	2/18/2022	15d														
5	Task 4. Competitive Assessment	2/14/2022	2/25/2022	10d														
6	Task 5. Retail Market Analysis Report	2/21/2022	3/11/2022	15d														
7	Phase 2 Where is Pembroke Pines Going (VISION)	3/14/2022	5/13/2022	45d														
8	Task 6. SWOT focus group, workshop	3/14/2022	4/1/2022	15d														
9	Task 7. SWOT Analysis	4/4/2022	4/15/2022	10d														
10	Phase 3 Economic Development Strategic Plan (EDSP)	5/17/2022	6/27/2022	30d														
11	Task 8. Implementation Strategies	5/17/2022	5/30/2022	10d														
12	Task 9. Incentives/Funding	6/1/2022	6/14/2022	10d														
13	Task 10. Draft EDSP	6/1/2022	6/21/2022	15d														
14	Task 11. DEDSP workshop	6/23/2022	6/28/2022	4d														
15	Task 12. Final Economic Development Strategic Plan	7/1/2022	7/14/2022	10d														



COST PROPOSAL

Ormond Beach Economic Development Strategic Plan FEE PROPOSAL

PROJECT WORK PLAN & COST ESTIMATE

Prepared by Strategic Planning Group, Inc.

ESTIMATED MAN-HOURS		SPG
PROJECT TASKS		Total Project
<u>TASK 1</u>	<u>Project Kick-Off</u>	
	1 Kick off meeting on Goals, Etc.	6
<u>TASK 2</u>	<u>Data Collection</u>	
	1 Secondary Data Collection	24
	2 Field Work	8
<u>TASK 3</u>	<u>Socio Economic Analysis</u>	
	1 Data Collection/Analysis	24
<u>TASK 4</u>	<u>Competitive Market Assessment</u>	
	1 Retail,Office, Industrial Competitive	24
<u>TASK 6</u>	<u>SWOT Focus Groups</u>	
	1 Focus Groups et al	6
<u>TASK 7</u>	<u>Target Industry Analysis</u>	
	1. Target Industry Analysis	8
<u>TASK 8</u>	<u>Implement Strategies and Incentives</u>	
	1 Implementation Strategies	8
	2 Incentives and Funding Options	8
<u>TASK 9</u>	<u>Draft EDSP Report</u>	
	1 Draft Report	32
<u>Task 10</u>	<u>Final EDSP Report</u>	
	1 Final Report	24
<u>TASK 11</u>	<u>Commission Workshop/Meeting</u>	
	1 Presentation	6
TOTAL ESTIMATED MAN-HOURS		178
TOTAL ESTIMATED CONSULTING FEE		\$24,920
ESTIMATED EXPENSES included		
TOTAL ESTIMATED COST		\$24,920

SOURCE: STRATEGIC PLANNING GROUP, INC.

2/16/2022



TAB

7

RFP Required Forms



RFP Requested Information

City of Ormond Beach Request for Proposals (RFP) Economic Development Strategic Plan (RFP No. 2022-08)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

Strategic Planning Group, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Robert J Gray

NAME

President

TITLE

2/15/2022

DATE



RFP Requested Information

City of Ormond Beach Request for Proposals (RFP) Economic Development Strategic Plan (RFP No. 2022-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

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

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

1/27/22

2/3/22

Addendum Number

1

2

Receipt of all of which is hereby acknowledged.

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



Required Forms

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Strategic Planning Group, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 830-13 N A1A, Suite 402, Ponte Vedra Beach, FL 32082

PHONE NO.: 800 213-PLAN (7526) or 904 631-8623 FAX NO.: 904 834-2073

SUBMITTER'S NAME: Robert J Gray, AICP

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, _____

hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.



Required Forms

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Economic Development Strategic Plan
(RFP 2022-08)
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

☒ The undersigned firm has had no litigation on any project in the last five (5) years.

☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Strategic Planning Group, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Robert J Gray, AICP

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE
 President

DATE 2/16/2022

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



Required Forms

**City of Ormond Beach
Request for Proposals (RFP)
Economic Development Strategic Plan
(RFP No. 2022-08)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Strategic Planning Group, Inc.

Company Name

Authorized Signature

Robert J Gray

Print Name

President

Title

Page 25 of 25



RFP Evaluation Summary

Project: Economic Development Strategic Plan

Recommendation of Award: SPG - Strategic Planning Group

RFP Number: 2022-08

Date & Time: March 4, 2020 2:00 PM

The RFP's were scored on the following criteria:

Qualifications and Experience (25 points)

Project Approach (20 points)

Similar/Past Projects (20 points)

References (15 points)

Current Workload (10 points)

Price (10 points)

Summary																	
Firm	Rademacher	Byle	Spraker	Qualification & Experience 75 pts max	Rademacher	Byle	Spraker	Project Approach 60 pts max	Rademacher	Byle	Spraker	Similar/Past Projects pts max 60					
Better City	20	25	21	66	15	20	18	53	15	20	18	53					
RMA - Redevelopment Management Associates	25	25	23	73	20	18	18	56	20	20	20	60					
SPG - Strategic Planning Group	25	25	24	74	10	20	18	48	20	20	20	60					
Firm	Rademacher	Byle	Spraker	References 45 pts max	Rademacher	Byle	Spraker	Current Workload 30 pts max	Rademacher	Byle	Spraker	Price pts max 30	Rademacher total	Byle total	Spraker total	Total 300 pts max	Rank
Better City	15	15	13	43	5	0	8	13	0	0	0	0	70	80	78	228	3
RMA - Redevelopment Management Associates	15	15	13	43	10	8	10	28	5	7	3	15	95	93	87	275	2
SPG - Strategic Planning Group	15	15	14	44	10	8	10	28	10	10	10	30	90	98	96	284	1


 Rob Hart
 Purchasing Coordinator


 Brian Rademacher
 Economic Development Director


 Christopher Byle
 Assistant Finance Director


 Steven Spraker
 Planning Director



CITY OF ORMOND BEACH

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

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Randal A. Hayes, City Attorney
From: Ann-Margret Emery, Deputy City Attorney
Date: April 19, 2022
Subject: National Opioid Litigation Settlement
Commission Goal: N/A

Introduction

This is a resolution to authorize the City to accept settlements from CVS Health Corp., Teva, and Allergan in connection with the National Opioid Litigation matter.

Background

In July the City Commission approved a Memorandum of Understanding supporting the State of Florida unified plan for the allocation and use of prospective settlement dollars from opioid related litigation. Additional settlements with three defendants (CVS Health Corp., Teva and Allergan) have been reached. Pursuant to this settlement, funds in the estimated amount of \$127,100 will pass through the County and be allocated to the City. The law firm representing the City in the opioid litigation recommends approval of the settlement.

These funds will be utilized for strategies, programming and services to expand the availability of treatment for individuals impacted by opioid use disorder or related mental health/substance use disorders.

Budget Impact

Funds will be deposited in the General Fund for later as specified above.

Citizen Impact

N/A

Recommendation

It is recommended that the City Commission approve the settlements with CVS Health

Corp., Teva, and Allergan and authorize the Mayor and City Manager to execute the Settlement Participation Forms.

Attachments:

- 22-59 Opioid Litigation settlements (P22-0054G)(PDF)
- 2022.03.29_Allergan Fully Executed Settlement Agreement[1] (PDF)
- 2022-03-29 Fully Executed CVS-Fla AG Settlement Agreement (PDF)
- 2022.03.29_Final Teva FL Agreement_Fully Executed[1] (PDF)
- CVS Participation Form (PDF)
- Allergan Participation Form (PDF)
- Teva Participation Form (PDF)

RESOLUTION NO. 2022-59

A RESOLUTION APPROVING SETTLEMENTS WITH CVS HEALTH CORP., TEVA, AND ALLERGAN IN CONNECTION WITH THE NATIONAL OPIOID LITIGATION MATTER; AUTHORIZING THE EXECUTION OF SETTLEMENT PARTICIPATION FORMS, INCLUDING ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in July 2021 by Resolution 2021-103, the City entered into a Memorandum of Understanding (“MOU”) regarding pending litigation matter *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla.Cir.Ct.Pasco County), and

WHEREAS, settlements were reached with the defendants CVS Health Corp., Teva, and Allergan and funds in the estimated amount of \$127,100 will be allocated to the City pursuant to the terms of the MOU, and

WHEREAS, the City’s professional staff recommends accepting the settlements, 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 accepts the settlements with CVS Health Corp., Teva, and Allergan regarding pending litigation matter *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla.Cir.Ct.Pasco County).

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees, are hereby authorized and directed to execute any and all papers that are necessary and incidental to accept the settlements with three defendants in the above captioned litigation matter.

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

APPROVED AND AUTHENTICATED this 19th day of April, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March 2022, among Allergan (defined below), the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (collectively, the “Parties” or “Settling Parties”), and State Outside Litigation Counsel (defined below) in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Allergan, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Allergan, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Allergan, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (defined below) for damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against Allergan, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions,” defined below) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Allergan (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Allergan arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to Allergan are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Allergan alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies Allergan violated any federal or state statute or common law; and (v) maintains that Allergan would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the allegations that Allergan engaged in any misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Allergan by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Allergan, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Allergan and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance

of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Allergan, by and through their respective counsel, as follows:

A. Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below.

1. **“Actions”** means the Florida AG Action and any lawsuit by a Subdivision or other Releaser asserting any Released Claim, including but not limited to the Litigating Subdivisions’ Actions listed in **Exhibit A**, against any Releasee.

2. **“Affiliated Companies”** (i) when used with respect to AbbVie Inc. (“AbbVie”) shall mean all of the entities listed in **Exhibit K**; (ii) when used with respect to Allergan shall mean all of the entities listed in **Exhibit L**; and (iii) additionally shall include other entities owned now or in the past either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents, but only to the extent those other entities played any role relating to Covered Conduct, Opioid Products (defined below), Products (defined below), and/or Released Claims during the period when they were owned either wholly or partially and either directly or indirectly by either AbbVie or Allergan and/or each of their respective past parents. The Parties intend this definition to cover each and every entity that is now or was ever part of AbbVie and/or Allergan and/or each of their past parents’ corporate families to the extent they ever played any role relating to Covered Conduct, Opioid Products, Products, and/or Released Claims.

3. **“Agreement,” “Settlement” or “Settlement Agreement”** means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

4. “Allergan” means Allergan Finance, LLC (f/k/a Actavis, Inc., which, in turn, was f/k/a Watson Pharmaceuticals, Inc.), Allergan Sales, LLC, Allergan USA, Inc. and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc). For the avoidance of doubt, Allergan does not include Teva (defined below) or Divested Actavis Generic Entities (defined below).

5. “Bar” means either: (1) a law barring all Subdivisions and other Releasors in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions and other Releasors in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Allergan contemplated under this Agreement) shall not constitute a Bar.

6. “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or

unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

7. “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

8. “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as **Exhibit H**, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

9. “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

10. “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (defined below) (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the discovery, development, manufacture, packaging,

repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded or branded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and (5) diversion control programs or suspicious order monitoring.

11. “Divested Actavis Generic Entities” means Actavis LLC (f/k/a Actavis Inc.), Watson Laboratories, Inc., Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. - Florida), Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. - Utah), Actavis Mid Atlantic LLC, Actavis South Atlantic LLC, Actavis Totowa LLC, and Warner Chilcott Company, LLC.

12. “Divested Entities” means those companies listed on **Exhibit M**.

13. “Effective Date of the Agreement” means three (3) business days after the Initial Participation Date (defined below), provided that either a Bar exists or a sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

14. “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

15. “Execution Date” means the date on which this Agreement is executed by the last Party to do so.

16. “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

17. “Health Care Provider(s)” means any physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical medications and any medical facility, practice, hospital, clinic, pharmacy, or any other health facility that provides health care services or prescribes or dispenses pharmaceutical medications.

18. “In-Kind Support” means payment or assistance in the form of goods, commodities, services, or anything else of value.

19. “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before the Execution Date, including, but not limited to, the agreed list of Litigating Subdivisions set forth in **Exhibit A**.

20. “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

21. “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as **Exhibit D** by the Post Effective Date Sign-on Deadline.

22. “Non-Litigating Subdivision” means a Subdivision that is not a Litigating

Subdivision.

23. “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

24. “Opioid(s)” means all naturally occurring, synthetic, or semisynthetic substances that interact with mu-opioid receptors primarily in the central nervous system and have demonstrated addictive properties.

25. “Opioid Product(s)” means all past, current, and future medications containing Opioids approved by the U.S. Food & Drug Administration (“FDA”) and listed by the U.S. Drug Enforcement Agency (“DEA”) as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Product(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, OUD (defined below), or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (“APIs”) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers. Also, by way of example, the terms “Opioid(s)” and “Opioid Product(s)” shall not include pharmaceutical medications that may relieve pain but not by interacting with mu-opioid receptors primarily in the central nervous system, such as BOTOX®, HUMIRA®, LINZESS®, ORIAHNN®, ORILISSA®, QULIPTA®, RINVOQ®, SAVELLA®, UBRELVY®, or VIBERZI®.

26. “Opioid Remediation” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address

the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. **Exhibit C** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹

27. “OD” means opioid use disorder defined in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), as updated or amended.

28. “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as **Exhibit D**.

29. “Parties” and “Settling Parties” means Allergan and Plaintiff, with each being a “Party” and a “Settling Party.”

30. “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as **Exhibit D**, which shall be 150 days after the Effective Date of the Agreement.

31. “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (defined below; including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as **Exhibit B**.

32. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin;

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Further, “Product(s)” includes, but is not limited to, the following: (a) Anexsia, Bancap HC, Combunox, Dilaudid, Duradyne, Esgic with Codeine, Fiorinal with Codeine, Fioricet with Codeine, Kadian, Lorcet, Lorcet Plus, Maxidone, MoxDuo, Norco, Procet, Reprexain, Vicodin, and Vicoprofen, and any type, version, strength, or dosage of the foregoing; and (b) Fentanyl citrate injection, Fentanyl citrate tablet, Fentanyl transdermal, Hydrocodone + acetaminophen, Meperidine hydrochloride injection, Meperidine hydrochloride tablet, Morphine sulfate injection, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + aspirin, Oxycodone + ibuprofen, Tramadol hydrochloride, Aspirin + butalbital + caffeine + codeine phosphate, Hydrocodone + acetaminophen, Hydrocodone + ibuprofen, Hydromorphone tablet, Oxycodone + aspirin, Homatropine methylbromide + hydrocodone bitartrate, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Morphine sulfate capsule, Morphine sulfate tablet, Oxycodone + acetaminophen, Oxycodone + hydrochloride, Oxycodone + ibuprofen, Oxymorphone tablet, Tramadol hydrochloride, Tramadol hydrochloride, Homatropine methylbromide + hydrocodone bitartrate, Oxymorphone tablet, Fentanyl transdermal, Oxycodone, and Morphine sulfate, and any type, version, strength, or dosage of the foregoing. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but

not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

33. “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Allergan shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

34. “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as **Exhibit E**.

35. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release, whether known or unknown. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its

Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Releasor in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

36. "Releasee(s)" means: Allergan and (i) all of Allergan's past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, agents (all of the foregoing solely in their capacity as such with respect to the Released Claims), and insurers (solely in their role as insurers, if any, with respect to the Released Claims), including, but not limited to, (a) AbbVie and (b) Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva and Teva's subsidiaries and affiliates) but solely as to the branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016; (ii) the respective past and present direct or indirect parents, subsidiaries, divisions, joint ventures, predecessors, successors, affiliates, business units, assigns, partners, manufacturers, contractors, agents, and insurers (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (i), including Abbott Laboratories and Abbott Laboratories Inc.; (iii)

the respective past and present employees, officers, directors, members, shareholders, partners, trustees, contractors, consultants, and agents (all of the foregoing solely in their capacity as such with respect to the Released Claims) of any of the foregoing in (i) and (ii); and (iv) any person or entity to the extent, and only to the extent, that such person or entity may have a Claim based on such person or entity having a business relationship with Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies, including, but not limited to, for contractual indemnity, equitable or implied indemnity, contribution, comparative fault, reimbursement, or apportionment (including, but not limited to, Halo Pharmaceuticals, Inc., Shionogi Inc., Mikart, LLC, PDI, Inc., TMS Health, LLC, National Health Information Network, Inc., Ventiv Commercial Services, LLC, inVentiv Commercial Services, LLC, UPS Supply Chain Solutions, Inc., and King Pharmaceuticals, Inc., and their respective past and current parents, subsidiaries, and affiliates) against Allergan or AbbVie and/or any of Allergan or AbbVie's Affiliated Companies relating to any Covered Conduct, Opioid Products, Products, and/or Released Claims arising from such business relationship. Notwithstanding the foregoing (and subject to certain provisions, including, but not limited to, Non-Party Settlement provisions at **Section E(3)(c)**), Releasees shall exclude Divested Actavis Generic Entities and other Divested Entities (and their respective past and current parents, subsidiaries, and affiliates, including but not limited to Teva and Teva's subsidiaries and affiliates, but not Allergan and other Releasees), but solely as to: (x) their generic opioid drugs that are Opioid Products or Products, and/or (y) the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products for which Releasors have also sought to hold Allergan and/or other Releasees liable. For the avoidance of doubt, nothing in this Agreement shall release or impair any Claims against Walgreens or CVS, and nothing in this Agreement will reduce the

Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

37. “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims of (a) the State of Florida’s and each Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, School Districts (defined below), hospital districts, General Purpose Government entities, and other Special Districts (defined below) in the State of Florida, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in **Section A(40)** below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement

participation form (attached as **Exhibit D**) providing for a release to the fullest extent of the Participating Subdivision's authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

38. "State Outside Litigation Counsel" means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

39. "State-Subdivision Agreement" means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as **Exhibit I**.

40. "Subdivision" means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), (2) School Districts or Special Districts within the State (collectively, "Special Purpose Government Entities"), and (3) any other Subdivision or Subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. "General Purpose Government," "School District," and "Special District" shall mean and correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal (which include cities and towns), and township governments; and the two (2) Special Purpose Government Entities are School Districts and Special Districts. "Fire District," "Health District," "Hospital District," and "Library District" shall mean and correspond to categories of Special

Districts recognized by the U.S. Census Bureau. References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

41. "Teva" means Teva Pharmaceutical Industries Ltd.; Teva Pharmaceuticals USA, Inc.; Cupric Holding Co., Inc.; Teva Pharmaceutical Holdings Cooperative U.A.; Teva Pharmaceuticals Europe B.V.; Cephalon, Inc.; and Andia, Inc.

42. "Third Party(ies)" means any person or entity other than Allergan, other Releasees, or Releasers.

43. "Treatment of Pain" means the provision of therapeutic modalities to alleviate or reduce pain.

44. "Unbranded Information" means any information that does not identify a specific branded or generic product.

B. Release of All Claims, and Dismissals in the Florida AG Action and Litigating Subdivisions' Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Releaser with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff's or the Releasers' Claims as to any other defendant (except to the extent expressly stated herein, including but not limited to Claims as to Teva, Divested Actavis Generic Entities, and other Divested Entities). The State represents and warrants that **Exhibit N** contains a list of all Subdivisions. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents

and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Releasors, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Releasors, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in **Sections E & G**, Plaintiff will deliver to Allergan signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as **Exhibit D**; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with **Section G** below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Allergan a report listing the Subdivisions that have executed the signed agreements described in **Section B(2)** and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Allergan no later than noon Eastern Time on the day after the Initial Participation Date a final report listing the Subdivisions that have executed the signed agreements described in **Section B(2)** by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the Parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Releasor against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Releasor's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Releasor's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this section regardless of whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in **Section B(4)** fail to secure the prompt dismissal or termination of any Action by any Releasor against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in **Section A(5)(1)** and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments (defined below) will be distributed to or used for the

benefit of any Subdivision unless and until Plaintiff has delivered to Allergan a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in **Section E** below.

C. Settlement Consideration.

1. Remediation Payment and Litigation Costs Payments.

(a) On the payment schedule provided in **Section C(2)**, Allergan shall pay into the Qualified Settlement Fund the sum of \$134,200,000 (the "Total Payment"). Fifty-six percent (56%) of the Total Payment constitutes consideration for the settlement of Claims concerning, related to, based upon, arising from, or in connection with generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products before August 2, 2016 that the Releasors are asserting or might otherwise assert or could assert that Allergan or any other Releasee is directly or indirectly and/or jointly or severally liable based on parent or control liability or a substantially similar theory. Forty-four percent (44%) of the Total Payment constitutes consideration for the settlement of Claims concerning, related to, based upon, arising from, or in connection with branded opioid drugs that are Opioid Products or Products of or attributable to Allergan or any other Releasee (including but not limited to branded opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and the operation of the Divested Actavis Generic Entities and other Divested Entities related to those branded opioid drugs that are Opioid Products or Products before August 2, 2016) that the Releasors are asserting or might otherwise assert or could assert against Allergan or any other Releasee, of which seventy-seven

percent (77%) is specifically concerning, related to, based upon, arising from, or in connection with Kadian® (including but not limited to Kadian manufactured, distributed, marketed, and/or sold from 1997 through 2008 by King Pharmaceuticals, Inc. and/or Alpharma Inc.) For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

(b) The Total Payment shall be broken down as follows: (i) \$122,000,000 for opioid remediation and restitution (the "Remediation Payment"); to be allocated in accordance with the State-Subdivision Agreement; (ii) \$6,100,000 to be available to reimburse Allergan's share of the State's Litigation Costs in accordance with **Section C(1)(d)** below (the "State Litigation Cost Payment"); and (iii) \$6,100,000 to be available to reimburse Allergan's share of the Litigation Costs of Litigating Subdivisions in accordance with **Section C(1)(d)** below (the "Litigating Subdivision Litigation Cost Payment"). The State Litigation Cost Payment and the Litigating Subdivision Litigation Cost Payment shall collectively be referred to herein as the "Litigation Costs Payments." The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.

(c) The Parties agree that, unless required otherwise by law, the Remediation Payment pursuant to **Section C(1)(b)** above shall be directed to remediation and restitution of harms allegedly caused by Allergan and/or other Releasees. The Parties also agree that the purpose of the Remediation Payment will be to receive from Allergan and pay over to the State and Participating Subdivisions monies to remediate the harms allegedly caused by Allergan and/or

other Releasees or to provide restitution for such alleged harms that were previously incurred, none of which amount constitutes a fine or penalty. The State by executing this Agreement and each Participating Subdivision by agreeing to the terms of this Agreement in the subdivision settlement participation form attached as **Exhibit D**, certify that: (a) the entity suffered harm allegedly caused by Allergan and/or other Releasees; (b) the payments to be received by the entity from Allergan represent an amount that is less than or equal to the actual monetary damage allegedly caused by Allergan and/or other Releasees; and (c) the entity shall use such payments for the sole purpose of remediating the harm allegedly caused by Allergan and/or other Releasees and/or to provide restitution for such alleged harms that were previously incurred. All costs incurred related to any request for a private letter ruling from the I.R.S. affirming the tax deductibility of the Remediation Payment, and/or the tax-exempt status of the Remediation Payment pursuant to IRC Section 115 shall be borne in their entirety by Allergan and shall not be directly paid or reimbursed from the corpus of the fund, escrow, or trust. The State shall complete and file Form 1098-F with the Internal Revenue Service. On the Form 1098-F, the State shall identify the aggregate Remediation Payment as remediation and restitution amounts. The State shall also, on or before January 31, 2023, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Allergan.

(d) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as **Exhibit G** and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

(1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in **Exhibit G**. Such Litigation

Costs shall be divided among Participating Subdivisions as provided in **Exhibit G** under the jurisdiction and authority of the Court. Any amount remaining in the Litigating Subdivision Litigation Cost Payment sub-fund after such allocation shall be returned to Allergan.

(2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions, Non-Joining Subdivisions, or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

(e) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:

(1) The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.

(2) The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.

(3) The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after the Effective Date of this Agreement.

(4) Notwithstanding the foregoing, nothing in this **Section C(1)(e)** is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(f) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$6,100,000 of the Total Payment by Allergan into the Qualified Settlement Fund. Allergan will

not oppose the motion so long as the State does not seek more than \$6,100,000 of the Total Payment by Allergan into the Qualified Settlement Fund as its Litigation Costs. If any amount of the State Litigation Cost Payment is not awarded by the Court to the State, then that remaining amount shall be returned to Allergan. As set forth in **Section C(2)** below, in the event the Court awards the State Litigation Costs in excess of the amount listed above, the Releasees shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.

2. **Payment Schedule.** The Total Payment shall be paid in eleven installments on the following schedule:

(a) First Payment: \$23,290,909.10 due on the later date of (i) seven (7) days after the Effective Date of the Release, or (ii) fourteen (14) days after (a) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (b) Allergan has received a W-9 and wire instructions for the Qualified Settlement Fund and Allergan's bank verification form process is completed.

(b) Second Payment: \$11,090,909.09 due on March 28, 2023.

(c) Third Payment: \$11,090,909.09 due on March 28, 2024.

(d) Fourth Payment: \$11,090,909.09 due on March 28, 2025.

(e) Fifth Payment: \$11,090,909.09 due on March 28, 2026.

(f) Sixth Payment: \$11,090,909.09 due on March 28, 2027.

(g) Seventh Payment: \$11,090,909.09 due on March 28, 2028.

(h) Eighth Payment: \$11,090,909.09 due on March 28, 2029.

(i) Ninth Payment: \$11,090,909.09 due on March 28, 2030.

(j) Tenth Payment: \$11,090,909.09 due on March 28, 2031.

(k) Eleventh Payment: \$11,090,909.09 due on March 28, 2032.

3. **No Other Payments by Releasees as to Covered Conduct, Released Claims, the**

Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Remediation Payment and the Litigation Costs Payments by Allergan referenced in **Section C(1)(b)**, none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

4. Apportionment of the Remediation Payments.

(a) It is the intent of the Parties that the Remediation Payment in **Section C(1)(b)** be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in **Exhibit I**, each Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments will be filed with the Court and later attached as **Exhibit J**.

(d) Allergan shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

5. Release of the State Sub-Fund. Within a reasonable period after the Effective Date of the Release or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Sub-Fund to Plaintiff.

6. Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the State-Subdivision Agreement (**Exhibit I**), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees, shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Release.

7. Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-Effective Date Sign-on Deadline, (b) joins the State-Subdivision Agreement (**Exhibit I**), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees, shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

8. Reversion to Allergan of Amounts Forfeited by Non-Joining Subdivisions. Any Litigating Subdivision or Principal Subdivision that does not sign a participation form by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Allergan's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such Subdivision is a Litigating Subdivision, the Litigation Costs Payments) shall be returned to Allergan within a reasonable time after the Post-Effective Date Sign-on Deadline. The Non-Joining Subdivisions' shares are as listed in **Exhibit B**.

9. Agreement Null and Void if the Agreement Does Not Become Effective. In the

event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

10. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that it will not subpoena or call to testify live any Releasees in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

11. **Verdict Form.** Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

D. Injunctive Relief. As part of the Consent Judgment to be entered in accordance with **Section G** below, the Parties agree to the entry of injunctive relief terms attached as **Exhibit F**.

E. Settlement of Claims and General Release.

1. **Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in **Exhibit D**), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to

the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, any other Subdivision, including any Non-Participating Subdivision, or any other Releasor.

2. **General Release.** In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in **Section E(1)**, expressly waives, releases and forever discharges any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. **Claim-Over and Non-Party Settlement.**

(a) **Statement of Intent.** It is the intent of the Parties that:

(1) The Remediation Payment and Litigation Costs Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);

(2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and

(3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

(4) The provisions of this **Section E(3)** are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Allergan or any other Releasee arising out of or related to Opioid Products, Products, or Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts. However,

and notwithstanding the foregoing, this provision shall not preclude Allergan or the Affiliated Companies from seeking indemnification, contribution, or any other theory from and against Pfizer Inc., King Pharmaceuticals, Inc., Alpharma Inc., and Teva, and/or each of their respective past and current parents, subsidiaries, and/or affiliates. For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Released Entity") that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or Litigating Subdivisions' Actions, and provides a release to such Non-Released Entity (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement, a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from Allergan in the first sentence of **Section E(3)(b)** (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over.

(d) **Claim-Over.** In the event that any Releasor obtains a settlement or judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in **Section E(3)(b)**, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented

for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section E(3)(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Allergan and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Allergan under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

F. Cessation of Litigation Activities. It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within three (3) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Allergan from any trial in the Florida AG Action and/or a stay of further proceedings against Allergan pending the implementation of this Settlement.

G. Entry of Consent Judgment Providing for Dismissal of All Claims Against Allergan in the Florida AG Action with Prejudice. As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of **Exhibit H**, including a dismissal of the Florida AG Action with prejudice.

Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in **Exhibit F**. The Parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

H. No Admission of Liability. The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Releasees and Plaintiff and between Releasees and all Releasors. Allergan is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Releasees deny the allegations in the Florida AG Action and the other Actions and deny any civil or criminal liability in the Florida AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Releasees of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future Action relating to any Covered Conduct or any Product; or (iv) any other matter of fact or law.

1. The State, the Participating Subdivisions, and/or other Releasors may reach a settlement agreement with Teva, Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates that resolves some or all of their respective Claims (including but not limited to the Claims of the State in the Florida AG Action). Plaintiff and Participating Subdivisions agree that any payment(s) that the State, Participating Subdivisions, or other Releasors receive from Teva (other than Anda), Divested Actavis Generic Entities, and/or other Divested Entities, and/or each of their respective parents, subsidiaries, and/or affiliates reflects the amount over and above \$75,152,000 that each and all of

them deem to reflect a fair overall settlement value for liability attributable to the generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and other Divested Entities and/or attributable to the operation of the Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioid Products or Products before August 2, 2016. Plaintiff and Participating Subdivisions also agree that the agreed settlement amount between and among the State, the Participating Subdivisions, Teva (other than Anda), the Divested Actavis Generics Entities, and other Divested Entities reflects the value the parties to the agreement deem a fair settlement value over and above the payments made or due to be paid under this Agreement for generic opioid drugs that are Opioid Products or Products distributed and/or sold before August 2, 2016 by Divested Actavis Generic Entities and/or other Divested Entities and/or relate to the operation of Divested Actavis Generic Entities and other Divested Entities related to those generic opioid drugs that are Opioids or Opioid Products before August 2, 2016. For the avoidance of doubt, nothing in this section will reduce the Total Payment to be paid to the State by Allergan under this Agreement or the settlement amount to be paid by Teva under its separate agreement with the State.

I. Most Favored Nation. If, after execution of this Agreement, there is a collective resolution—through settlement or other mechanism—of substantially all claims against Allergan brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Remediation Payment, the Litigation Costs Payments, the payment period or the terms of Injunctive Relief would be more favorable to the State, Allergan shall pay the excess amounts, adjust the payment period and/or agree to modify the terms of the Consent Judgment to reflect changes to the Injunctive Relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the

payment period under this section shall be subject to an appropriate reduction in net present value calculated at seven percent (7%) per annum.

J. Miscellaneous Provisions.

1. **Use of Agreement as Evidence.** Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.

2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and Litigation Costs Payments for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. **Authorization to Enter Settlement Agreement.** Each Party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party

specifically represents and warrants that s/he has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any Third Party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all other Actions.

4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and all Principal Subdivisions will become Participating Subdivisions. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will use their best efforts to recommend this Settlement to all Subdivisions within Florida.

5. **Dispute Resolution.** If Plaintiff believes Allergan is not in compliance with any terms of this Settlement Agreement, then Plaintiff shall (i) provide written notice to Allergan specifying the reason(s) why Plaintiff believes Allergan is not in compliance with the Settlement Agreement; and (ii) allow Allergan at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, Allergan shall not have any liability for such alleged non-compliance. The State may not

commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any Third Party any legal or equitable right, benefit, or remedy of any nature whatsoever.

7. **Effectiveness.** The releases provided for in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasers. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Qualified Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Qualified Settlement Fund or any portion thereof.

8. **Compliance with Laws.** Nothing in this Agreement shall be construed to authorize or require any action by Allergan or other Releasees in violation of applicable federal, state, or other laws, rules, regulations, or guidance.

9. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid:

Notices to Plaintiff shall be delivered to:

For the State of Florida:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

Copy to Florida's Counsel:

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.

1615 M Street, NW
 Washington D.C. 20036
 dfrederick@kellogghansen.com

Notices to Allergan shall be delivered to:

For Allergan:

Office of General Counsel
 One North Waukegan Road
 North Chicago, IL 60064

Copy to Allergan Counsel:

James F. Hurst
 Kirkland & Ellis LLP
 300 North LaSalle
 Chicago, IL 60654
 james.hurst@kirkland.com

10. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

11. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

12. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

13. **No Conflict Intended.** The headings and sub-headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

14. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law

or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

15. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous.

16. **No Waiver.** This Agreement is agreed upon without trial or adjudication of any issue of fact or law or finding of liability of any kind and shall not be construed or used as a waiver or limitation of any defense otherwise available (including, but not limited to, jurisdictional defenses) to Allergan or any other Releasee in the Florida AG Action, Litigating Subdivisions' Actions, or other Actions that could be brought by such plaintiffs, Non-Litigating Subdivisions, or other Releasors. This Agreement shall not be construed or used as a waiver of any Releasee's right to defend itself from, or make any legal or factual arguments in, any other regulatory, governmental, private party, or class claims or suits relating to the subject matter or terms of this Agreement. For the avoidance of doubt, nothing in this Agreement is intended to or shall be construed to prohibit Allergan or any other Releasee in any way whatsoever from taking legal or factual positions with regard to any Opioids, Opioid Products, or Products in defense of litigation or other legal proceedings.

17. **No Private Right of Action.** No part of this Agreement shall create a private right of action for any Third Party or confer any right to any Third Party for violation of any federal or state statute, common law, rule, regulation, or ordinance, nor shall it be used as an admission of fault, liability, or wrongdoing in any subsequent proceeding.

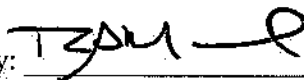
18. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and an email, facsimile, or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature. All executed counterparts and each of them shall be deemed to be one and the same instrument.

19. **Severability.** In the event any one or more non-material provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

20. **Statements to the Press and Others.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party.

21. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

ALLERGAN FINANCE, LLCBy: 

Name: Robert A. Michael

Vice Chairman, Finance and Commercial
Operations and Chief Financial Officer of
AbbVie Inc.President and Chief Executive Officer of
Allergan Limited

President of Allergan Finance, LLC

1 North Waukegan Road

North Chicago, IL 60064

*On Behalf of Allergan and AbbVie***PLAINTIFF****STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: _____

Name: John Guard

Chief Deputy Attorney General of Florida

Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: _____

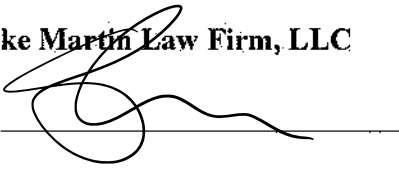
STATE OUTSIDE LITIGATION COUNSEL**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: _____

Name: David C. Frederick

Date: _____

Drake Martin Law Firm, LLC

By: _____

Name: Drake Martin

Date: 3/29/2022

ALLERGAN FINANCE, LLC

By: _____

Name: Robert A. Michael

Vice Chairman, Finance and Commercial
Operations and Chief Financial Officer of
AbbVie Inc.President and Chief Executive Officer of
Allergan Limited

President of Allergan Finance, LLC

1 North Waukegan Road

North Chicago, IL 60064

*On Behalf of Allergan and AbbVie***PLAINTIFF****STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: _____

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: 3-29-2022

STATE OUTSIDE LITIGATION COUNSEL**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: _____

Name: David C. Frederick

Date: 3.29.2022

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March 2022, among CVS (defined below), the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (with CVS, the “Settling Parties”), and State Outside Litigation Counsel (defined below) in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed an amended complaint in the Florida AG Action asserting various claims against CVS for public nuisance, negligence, conspiracy, fraud, and violations of the Florida Deceptive and Unfair Trade Practices Act and Racketeer Influenced and Corrupt Organization Act, all based on allegations that CVS historically, among other acts, distributed and dispensed prescription opioid pain medication improperly in a fashion that has caused harm to the health of Florida residents and to the State. The action seeks damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against CVS, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions”) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, CVS (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against CVS arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to CVS are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of CVS alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that CVS would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the allegations, that CVS engaged in no misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, given the unique facts and circumstances associated with the Florida AG Action, including without limitation the imminent trial date and the 2012 regulatory findings against certain CVS pharmacies in the State of Florida, the Settlement reflects a substantial premium for the State of Florida;

WHEREAS, the Settlement is predicated, as well, on the portion of CVS's total pharmacy business that was located in Florida as reflected in the ARCOS data available to the parties;

WHEREAS, in the years following the 2012 regulatory findings against certain CVS retail pharmacies in Florida, CVS has put in place innovative, comprehensive and industry-leading policies, procedures and controls relating to the dispensing of prescription opioid medications and other controlled substances. The Settlement will permit the State and CVS to continue to work in partnership to further the public health in this respect and other respects. To the extent CVS's existing practices, policies, procedures or conduct are referenced or impacted by any provision of this Settlement, any such reference or impact does not reflect a contention or conclusion by any Party that CVS's current conduct is in any respect improper or contrary to law;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against CVS by Litigating Subdivisions or other Subdivisions would unduly interfere with

Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by CVS, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions;

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between CVS and Plaintiff; and

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and CVS, by and through their respective counsel, as follows:

A. Definitions. As used in this Agreement, the following capitalized terms have the meanings specified below.

(a) "Actions" means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.

(b) "Agreement," "Settlement" or "Settlement Agreement" means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

(c) “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

(d) “Bar” means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by CVS contemplated under this Agreement) shall not constitute a Bar.

(e) “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

(f) “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

(g) “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as Exhibit H, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

(h) “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

(i) “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction,

agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to any Product, including without limitation: (1) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; orders, prescriptions, formularies, guidelines, payments or rebates for any Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim or benefit administration, claim adjudication, plan design, data and sales thereof, and any other act or failure to act relating to, any Product; and any system, plan, policy or advocacy relating to any Product; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders, prescriptions, or conduct related to any Product; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to any Product; and (5) controls against diversion, corresponding responsibility, and suspicious order monitoring.

(j) “CVS” means CVS Health Corporation and CVS Pharmacy, Inc.

(k) “Effective Date of the Agreement” means 3 business days after the Initial Participation Date, provided that either a Bar exists or a mutually sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

(l) “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

(m) “Execution Date” means the date on which this Agreement is executed by the last party to do so.

(n) “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

(o) “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before March 22, 2022, including, but not limited to, the agreed list of Litigating Subdivisions set forth in Exhibit A.

(p) “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

(q) “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as Exhibit D by the Post-Effective Date Sign-on Deadline.

(r) “Non-Litigating Subdivision” means a Subdivision that is not a Litigating Subdivision.

(s) “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

(t) “Opioid Remediation” means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹ CVS denies that Opioid Remediation comprises cognizable abatement.

(u) “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as Exhibit D.

(v) “Parties” and “Settling Parties” means CVS and Plaintiff, with each being a “Party” and “Settling Party.”

(w) “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as Exhibit D, which shall be 150 days after the Effective Date of the Agreement.

(x) “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit B.

(y) “Product” means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) a benzodiazepine, a muscle relaxer, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone,

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, chlordiazepoxide, clobazam, clorazepate, flurazepam, lorazepam, temazepam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to a benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

(z) “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by CVS shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

(aa) “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.

(bb) “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, “Released Claims,” be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Releasees may assert as a defense or otherwise argue that the Remediation Payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released

Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

(cc) “Releasees” means: (i) CVS Health Corporation; (ii) CVS Pharmacy, Inc.; (iii) all of their respective past and present, direct or indirect: parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such) and all of their respective past and present, direct or indirect, parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such); and (iv) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

(dd) “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivisions to release Claims, (a) every Subdivision, and every Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida; and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in subsection A(gg) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision’s authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

(ee) “State Outside Litigation Counsel” means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

(ff) “State-Subdivision Agreement” means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.

(gg) “Subdivision” means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

B. Release and Dismissals in the Florida AG Action and other Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff’s or the Subdivisions’ Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that

it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D & E, Plaintiff will deliver to CVS signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to CVS a report listing the Subdivisions that have executed the signed agreements described in Section B.2 and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to CVS no later than noon Eastern Time on the day after the Initial Participation

Date a final report listing the Subdivisions that have executed the signed agreements described in Section B.2 by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this subsection regardless whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in Section B.4 fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d)(1) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to CVS a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section D below.

C. Settlement Consideration.

1. Remediation Payment and Litigation Costs Payments.

(a) The settlement sum is four hundred eighty-four million dollars (\$484,000,000), consisting of (a) four hundred forty million dollars (\$440,000,000) to be spent on Opioid Remediation, reflecting a substantial premium based on facts and circumstances unique to Florida and the Florida AG Action, to be paid in equal installments over eighteen (18) years (the “Remediation Payments”); (b) twenty-two million dollars (\$22,000,000) to be available to reimburse the State’s Litigation Costs in accordance with subsection C.1(c) below (the “State Litigation Cost Payment”); and (c) twenty-two million dollars (\$22,000,000) to be available for counsel for the Litigating Subdivisions in accordance with subsection C.1(b) below (the “Litigating Subdivision Litigation Cost Payment”). The State Litigation Cost Payment and the Litigating Subdivision Cost Payment shall collectively be referred to herein as the “Litigation Costs Payments.” The sum shall be paid on the schedule set forth in Exhibit K. On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) CVS has received a W-9 and wire instructions for the Qualified Settlement Fund, and on the schedule set forth in Exhibit K, CVS Pharmacy, Inc. shall make the first payment into the Qualified Settlement Fund. The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.

(b) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

- (1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to CVS.
- (2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

- (3) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:
- i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
 - ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
 - iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after March 22, 2022.
 - iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(c) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$22,000,000. CVS shall not oppose the motion so long as the State does not seek more than \$22,000,000 in Litigation Costs. If any amount of the \$22,000,000 is not awarded by the Court, that amount shall be returned to CVS. As set forth in Section C.2 below, in the event the Court awards the State Litigation Costs in excess of \$22,000,000, the Releasees shall have no obligation to pay any amount in excess of \$22,000,000.

2. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Remediation Payments and the Litigation Costs Payments by CVS Pharmacy, Inc. referenced in Section C.1(a), none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

3. **Apportionment of the Remediation Payment.**

(a) It is the intent of the Parties that the Remediation Payment in Section C.1(a) be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in Exhibit I, the Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments will be filed with the Court and later attached as Exhibit J.

(d) CVS shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

4. Release of the State Sub-Fund. Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Sub-Fund to Plaintiff.

5. Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement.

6. Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-

Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

7. Reversion to CVS of Amounts Forfeited by Non-Joining Subdivisions. Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At CVS's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to CVS within a reasonable time after the Post-Effective Date Sign-on Deadline.

8. Agreement Null and Void if the Agreement Does Not Become Effective. In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

9. Use of Evidence at Trial in the Florida AG Action. Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

10. Verdict Form. Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

11. Injunctive Relief. As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit E.

D. Settlement of Claims and General Release.

1. Scope. On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.

2. General Release. In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section D.1, expressly waives, releases and forever discharges any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle

of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. Claim-Over and Non-Party Settlement.

(a) Statement of Intent. It is the intent of the Parties that:

- (1) The Remediation Payment and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
- (2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
- (3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

- (4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any person or entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against CVS arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Released Entity") that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from CVS in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

(d) Claim-Over. In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, CVS and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by CVS under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. Cooperation. Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

E. Cessation of Litigation Activities. It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of CVS from any trial in the Florida AG Action and/or a stay of further proceedings against CVS pending the implementation of this Settlement.

F. Entry of Consent Judgment Providing for Dismissal of All Claims Against CVS in the Florida AG Action with Prejudice. As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit E. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

G. No Admission of Liability. The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between CVS and Plaintiff and between CVS and all Releasors. CVS is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. CVS denies the allegations in the Florida AG Action, and the other Actions and denies any civil or criminal liability in the Florida

AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by CVS of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; (iv) the legal viability of the claims and theories in the Florida AG Action and the other Actions, including but not limited to the legal viability of the relief sought, or (v) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the conduct of its business relating to any Product in accordance with applicable laws and regulations.

H. Miscellaneous Provisions.

1. Use of Agreement as Evidence. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file or use this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction; on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; to support a claim for contribution and/or indemnification; or to support

any other argument or defense by a Releasee that the Remediation Payments provide a measure of compensation for asserted harms or otherwise satisfy the relief sought.

2. Voluntary Settlement. This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. Authorization to Enter Settlement Agreement. Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.

4. Representation With Respect to Participation Rate. The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and

all Principal Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida.

5. Dispute Resolution. If either Plaintiff or CVS believes the other is not in compliance with any term of this Settlement Agreement, then that party shall (i) provide written notice to the other party specifying the reason(s) why it believes the other is not in compliance with the Settlement Agreement; and (ii) allow the other party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged non-compliance is cured within the Cure Period, the other party shall not have any liability for such alleged non-compliance. A party may not commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. No Third-Party Beneficiaries. Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. Notices. All notices under this Agreement shall be in writing and delivered to the persons specified in this subsection (“Notice Designees”) via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid.

Notices to Plaintiff shall be delivered to:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

and

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.
1615 M Street, NW

Washington D.C. 20036
dfrederick@kellogghansen.com

Notices to CVS shall be delivered to:

Eric R. Delinsky
Zuckerman Spaeder LLP
1800 M Street, N.W., Suite 1000
Washington, D.C. 20036
edelinsky@zuckerman.com

and

Elizabeth Ferguson
Senior Vice President and Deputy General Counsel
One CVS Drive
Woonsocket, Rhode Island 02895
betsy.ferguson@cvshealth.com

8. Taxes. Each of the Parties acknowledges, agrees and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Payments by CVS (\$440,000,000.00 to be paid out over eighteen (18) years) constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that only the Litigation Costs Payments (\$44,000,000.00) represent reimbursement to Plaintiff or any other person or entity for the fees and costs of any investigation or litigation, that no portion of the Remediation Payment represents reimbursement to Plaintiff or any other person or entity for the fees and costs of any investigation or litigation, and no portion of the Remediation Payment represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. Plaintiff acknowledges, agrees and understands that CVS intends to allocate the cost of the Remediation Payment among the Releasees using a reasonable basis. Plaintiff shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Payment as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to

CVS. CVS makes no warranty or representation to Plaintiff as to the tax consequences of the Remediation Payment or the Litigation Costs Payments or any portion thereof.

9. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10. Choice of Law. Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

11. Jurisdiction. The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

12. No Conflict Intended. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

13. No Party Deemed to be the Drafter. None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. Amendment; Waiver. This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

15. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16. Severability. In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.

17. Statements to the Press. Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.

18. Integrated Agreement. This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

19. Bankruptcy. The following provisions shall apply if, (i) within ninety (90) days of CVS's payment pursuant to Section C.1(a) above, a case is commenced with respect to CVS under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to CVS:

(a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to CVS; and

(b) the State and Subdivisions may assert any and all Released Claims against CVS in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against CVS.

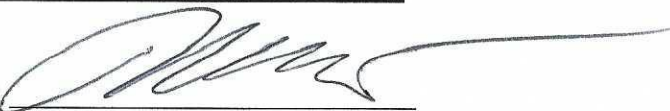
20. Most Favored Nations. If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims

against CVS brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Remediation Payment, the Litigation Cost Payments, the payment period or the terms of injunctive relief would be more favorable to the State, CVS shall pay the excess amounts that the State would have received, adjust the payment period and/or agree to modify the terms of the consent judgment to reflect changes to the injunctive relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the payment period under this subsection shall be subject to a reduction in net present value calculated at eight percent (8%) per annum. Additionally, if at any time within the ten months following the Execution Date CVS enters into a settlement with the attorney general of any state with a smaller population than Florida for a total settlement amount that exceeds \$484,000,000.00 (\$440,000,000 Remediation Payment plus \$44,000,000 Litigation Costs), CVS shall pay the excess amount to Florida.

21. Warranty of Equitable Treatment. The State warrants that it shall not after the Execution Date settle claims in the Florida AG Action against another pharmacy defendant that is more favorable to that defendant based on a comparison of its and CVS’s shares of dispensing of opioid pain medication in Florida during the relevant period. In the event that a dispute arises as to compliance with this provision, the Parties shall meet and confer in good faith to resolve the dispute, including by conferring on what actions, if any, are appropriate and warranted to address any inequitable treatment. Nothing in this subsection shall result in any reduction of remediation payments for Participating Subdivisions or any reduction of payments of Subdivision Litigation Costs.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

CVS HEALTH CORPORATION

By: 

Name: Thomas S. Moffatt
Vice President, Assistant Secretary, and
Senior Legal Counsel

Date: 3/29/2022

CVS PHARMACY, INC.

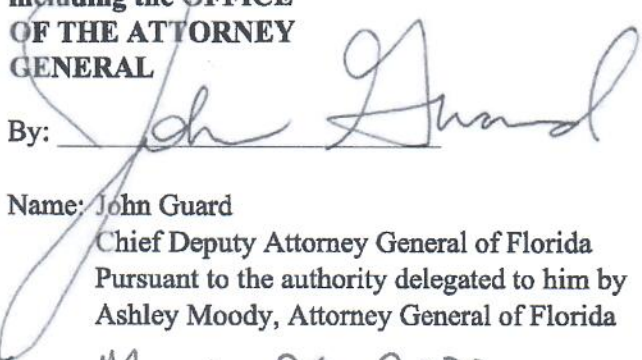
By: 

Name: Thomas S. Moffatt
Vice President, Secretary, and Senior Legal
Counsel

Date: 3/29/2022

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: 

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: March 29, 2022**STATE OUTSIDE LITIGATION COUNSEL**

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: 

Name: David C. Frederick

Date: 3.29.2022**Drake Martin Law Firm, LLC**By: 

Name: Drake Martin

Date: 3-29-2022

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 29th day of March, 2022, between Teva, (defined below) and the State of Florida and its Office of the Attorney General (“Plaintiff” or “State”) (collectively, the “Settling Parties”), in the lawsuit captioned *State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al.* (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the “Florida AG Action”). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”).

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Teva, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Teva, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Teva, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (as defined below) for damages, equitable abatement, civil penalties, attorneys’ fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people’s attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous Litigating Subdivisions (defined below) have filed Actions (defined below) in various forums against Teva, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous Subdivisions (defined below) that are not Litigating Subdivisions (“Non-Litigating Subdivisions”) that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Teva (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Teva arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contend that the factual allegations made in the Florida AG Action and the Litigating Subdivisions’ Actions relating to Teva are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Teva alleged in the Florida AG Action, the Litigating Subdivisions’ Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies Teva violated any federal or state statute or common law; and (v) maintains that Teva would be able to successfully defend against Plaintiff’s Claims and allegations at trial, that the facts do not support the

allegations, that Teva engaged in any misconduct or unlawful activity and that Teva's conduct caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents;

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Teva by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Teva, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Teva and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Teva by and through their respective counsel, as follows:

A. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings specified below.

(a) “Actions” means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.

(b) “Agreement,” “Settlement” or “Settlement Agreement” means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.

(c) “Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

(d) “Bar” means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full); or, (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Teva contemplated under this Agreement) shall not constitute a Bar.

(e) “Claim” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

(f) “Claim-Over” means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.

(g) “Consent Judgment” means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the

Consent Judgment attached hereto as Exhibit H, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.

(h) “Court” means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.

(i) “Covered Conduct” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the availability, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and, (5) diversion control programs or suspicious order monitoring.

(j) “Effective Date of the Agreement” means 3 business days after the Initial Participation Date, provided that either a Bar exists or a mutually sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.

(k) “Effective Date of the Release” means the date on which the Court enters the Consent Judgment.

(l) “Execution Date” means the date on which this Agreement is executed by the last party to do so.

(m) “Initial Participation Date” means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.

(n) “Litigating Subdivision” means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before December 31, 2021, including, but not limited to, the agreed list of Litigating Subdivisions set forth in Exhibit A.

(o) “Litigation Costs” means attorneys’ fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision’s Action.

(p) “Non-Joining Subdivision” means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as Exhibit D by the Post Effective Date Sign-on Deadline.

(q) “Non-Litigating Subdivision” means a Subdivision that is not a Litigating Subdivision.

(r) “Non-Participating Subdivision” means a Subdivision that is not or is not yet a Participating Subdivision.

(s) “Opioid Remediation” means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹ Teva denies that such relief comprises cognizable abatement.

(t) “Participating Subdivision” means any Subdivision that executes a subdivision settlement participation form attached as Exhibit D.

(u) “Parties” and “Settling Parties” means Teva and Plaintiff, with each being a “Party” and “Settling Party.”

(v) “Post-Effective Date Sign-on Deadline” means the deadline for Subdivisions to execute a subdivision settlement participation form attached as Exhibit D, which shall be 150 days after the Effective Date of the Agreement.

(w) “Principal Subdivision” means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit A.

¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

(x) “Product” means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, a muscle relaxer, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, chlordiazepoxide, clobazam, clorazepate, flurazepam, lorazepam, temazepam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.

(y) “Qualified Settlement Fund” means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Teva shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a “qualified settlement fund” within the meaning of 26 C.F.R. § 1.468B-1.

(z) “Qualified Settlement Fund Administrator” means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator’s fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.

(aa) “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such

Claims relate to Covered Conduct. The Parties intend that this term, “Released Claims,” be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. But in any action arising from or relating to such Claims or the Covered Conduct, the Releasees may assert as a defense or otherwise argue that the Remediation Payments required herein serve as a measure of compensation for personal injuries or for other legal or equitable claims or demands asserted by private individuals or others. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

(bb) “Releasees” means: (i) Teva; (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such); and (iii) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

(cc) “Releasors” means with respect to Released Claims: (1) the State; (2) without limitation, all of the State of Florida’s departments, agencies, divisions, boards, commissions, instrumentalities of any kind, including without limitation the Florida Attorney General, Florida Board of Pharmacy, Florida Department of Health, and Florida Department of Business and Professional Regulation, and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (3) each Participating Subdivision; and (4) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims, (a) the State of Florida’s and each Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of “Subdivision” in subsection A(ii) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision’s authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

(dd) “Settlement Amount” means \$177,114,999, to be used for opioid remediation.

(ee) “Settlement Payment” means \$194,826,499, reflecting the total cash payment inclusive of the Settlement Amount (\$177,114,999), the State’s outside counsel Litigation Costs (\$8,855,750), and the Litigation Costs of Litigating Subdivisions (\$8,855,750).

(ff) “Settlement Product” means “Naloxone Hydrochloride Nasal Spray” (4 mg strength) that is listed in Teva’s then-current generics catalog, which can be viewed at www.tevagenetics.com, and is provided to the State as part of the settlement, at no cost as set forth in Section C.2 and Exhibit K.

(gg) “State Outside Litigation Counsel” means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.

(hh) “State-Subdivision Agreement” means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Settlement Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.

(ii) “Subdivision” means (1) any General Purpose Government entity (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

(jj) “Teva” means (i) Teva Pharmaceutical Industries Ltd. and, (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, and insurers (in their capacity as such), and (iii) all of the foregoing respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys, and insurers of the foregoing entities and persons referenced in clauses (i) and (ii) above for actions or omissions that occurred during and related to

their work for, or employment with, any of the foregoing entities with respect to the Released Claims.

B. Release and Dismissals in the Florida AG Action and other Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff's or the Subdivisions' Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D.1 & D.2, Plaintiff will deliver to Teva signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include:

(a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D;

(b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees;

(c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and,

(d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.

3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Teva a report listing the Subdivisions that have executed the signed agreements described in Section B.2(a) and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Teva no later than noon Eastern Time on the day after the Initial

Participation Date and a final report listing the Subdivisions that have executed the signed agreements described in Section B.2(a) by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this paragraph regardless whether the Subdivision in such Action is a Participating Subdivision.

5. In the event that the actions required of Plaintiff in Section B fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.

6. Plaintiff further represents and warrants that no portion of the Settlement Amount, Settlement Product, or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to Teva a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section B below.

C. Settlement Consideration.

1. Settlement Amount and Litigation Costs Payments.

(a) On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) Teva has received a W-9 and wire instructions for the Qualified Settlement Fund,

(b) Teva shall pay into the Qualified Settlement Fund the total sum of \$194,826,499 consisting of:

- (1) \$177,114,999 for opioid remediation to be paid over a period of 15 years (the "Teva Settlement Amount") and allocated in accordance with subsection C.1(b)(6) below;
- (2) \$8,855,750, to be available to reimburse Teva's share of the State's Litigation Costs in accordance with subsection C.1(b)(6) below (the "Teva State Litigation Cost Payment"); and

- (3) \$8,855,750 to be available to reimburse Teva's share of the Litigation Costs of Litigating Subdivisions in accordance with subsection C.1(b)(6) below (the "Teva Litigating Subdivision Litigation Cost Payment").
- (4) The Teva State Litigation Cost Payment and the Teva Litigating Subdivision Cost Payment shall collectively be referred to herein as the "Teva Litigation Costs Payments."
- (5) The Qualified Settlement Fund Administrator shall allocate each of the Teva Settlement Amount, the Teva State Litigation Cost Payment, and the Teva Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Teva Settlement Amount and the Teva Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.
- (6) The Teva Settlement Payment shall be paid into the Qualified Settlement Fund in accordance with the payment schedule set forth below:
 - (A) Consistent with the terms of Section C.1(a) above, Teva shall pay into the Florida Qualified Settlement Fund the sum of \$59,038,333.
 - (B) On or before January 1, 2023, Teva shall pay the sum of: \$23,615,333;
 - (C) On or before January 1, 2024, Teva shall pay the sum of: \$5,903,833;
 - (D) On or before January 1, 2025, Teva shall pay the sum of: \$5,903,833;
 - (E) On or before January 1, 2026, Teva shall pay the sum of: \$5,903,833;
 - (F) On or before January 1, 2027, Teva shall pay the sum of: \$5,903,833;
 - (G) On or before January 1, 2028, Teva shall pay the sum of: \$5,903,833;
 - (H) On or before January 1, 2029, Teva shall pay the sum of: \$5,903,833;

- (I) On or before January 1, 2030, Teva shall pay the sum of: \$5,903,833;
- (J) On or before January 1, 2031, Teva shall pay the sum of: \$5,903,833;
- (K) On or before January 1, 2032, Teva shall pay the sum of: \$5,903,833;
- (L) On or before January 1, 2033, Teva shall pay the sum of: \$5,903,833;
- (M) On or before January 1, 2034, Teva shall pay the sum of: \$17,711,500;
- (N) On or before January 1, 2035, Teva shall pay the sum of: \$17,711,500; and,
- (O) On or before January 1, 2036, Teva shall pay the sum of: \$17,711,500.

2. *Settlement Product.* Teva shall further provide, for a period of ten (10) years, settlement product supplied by Teva USA to one facility per order at no cost to the State, designated by the State, as more fully described in Exhibit K. The Parties agree that the WAC value of the Settlement Product to be provided under this Agreement is \$84,000,000.

3. *Litigation Costs.* An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payments are to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.

(a) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to Teva.

(b) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

(c) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:

- i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
- ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
- iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after December 31, 2021.
- iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a “restriction” on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction’s rules of professional conduct.

(d) Plaintiff shall file in the Court a motion for the State’s Litigation Costs up to \$8,855,750 from Teva. Teva shall not oppose the motion so long as the State does not seek more than \$8,855,750 from Teva in Litigation Costs. If any amount of the \$8,855,750 from Teva is not awarded by the Court, that amount shall be returned to Teva. As set forth in Section C.4 below, in the event the Court awards the State Litigation Costs in excess of the respective amounts listed above, Teva shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.

4. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Teva Settlement Amount and the Litigation Costs Payments by Teva referenced in Sections C.1 and C.3, Teva shall have no obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

5. Apportionment of the Settlement Payment.

(a) It is the intent of the Parties that the Remediation Payment in Section C.1(b) be used exclusively for Opioid Remediation.

(b) In accordance with the State-Subdivision Agreement in Exhibit I, each yearly Settlement Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.

(c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments that will be filed with the Court and later attached as Exhibit J.

(d) Teva shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Settlement Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.

6. **Release of the State Fund.** Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Fund to Plaintiff.

7. **Subdivision Payments to Subdivisions that Become Participating Subdivisions Prior to the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Settlement Payment within a reasonable period after the Effective Date of the Agreement.

8. **Subdivision Payments to Subdivisions that Become Participating Subdivisions After the Initial Participation Date.** A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Settlement Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

9. **Reversion to Teva of Amounts Forfeited by Non-Joining Subdivisions.** Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Teva's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Settlement Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to Teva within a reasonable time after the Post-Effective Date Sign-on Deadline.

10. **Agreement Null and Void if the Agreement Does Not Become Effective.** In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.

11. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action, and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.

12. **Verdict Form.** Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

13. **Injunctive Relief.** As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit F.

D. Settlement of Claims and General Release.

1. **Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.

2. **General Release.** In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section A(cc), expressly waives, releases and forever discharges any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. **Claim-Over and Non-Party Settlement.**

(a) Statement of Intent. It is the intent of the Parties that:

- (1) The Settlement Amount and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
- (2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
- (3) The Settlement effects a good faith “release and covenant not to sue” within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party’s liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.
- (4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

(b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it or with respect to any person or entity that brings any other form of action against Teva arising out of or related to Covered Conduct. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.

(c) To the extent that, on or after the Effective Date of the Agreement, any Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) (“Non-Party Covered Conduct Claims”) it may have against any entity that is not a Releasee (a “Non-Released Entity”) that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a “Non-Party Settlement”), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees

substantially equivalent to that required from Teva in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

(d) **Claim-Over.** In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Teva and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Teva under this Settlement Agreement).

(e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.

4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

E. **Cessation of Litigation Activities.** It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Teva from any trial in the Florida AG Action and/or a stay of further proceedings against Teva pending the implementation of this Settlement.

F. **Entry of Consent Judgment Providing for Dismissal of All Claims Against Teva in the Florida AG Action with Prejudice.** As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit H. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.

G. **No Admission of Liability.** The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Teva and Plaintiff and between Teva and all Releasors. Teva is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Teva denies the allegations in the Florida AG Action and the other Actions and denies any civil or criminal liability in the Florida

AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Teva of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; (iv) the legal viability of the claims and theories in the Florida AG Action and the other Actions, including but not limited to the legal viability of the relief sought or (v) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the conduct of its business relating to in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.

H. **Miscellaneous Provisions.**

1. **Use of Agreement as Evidence.** Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification; or to support any other argument or defense by a Releasee that the Remediation Payments provide a measure of compensation for asserted harms or otherwise satisfy the relief sought.

2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Settlement Amount and Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

3. **Authorization to Enter Settlement Agreement.** Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and

warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.

4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Subdivisions will become Participating Subdivisions. The State will seek to secure participation by all Subdivisions. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida. The State acknowledges the materiality of the foregoing representation and warranty.

5. **Dispute Resolution.** If Plaintiff or Teva believes the other is not in compliance with any term of this Settlement Agreement, then that party shall (i) provide written notice to the other party specifying the reason(s) why it believes the other is not in compliance with the Settlement Agreement; and (ii) allow the other party at least thirty (30) days to attempt to cure such alleged non-compliance (the “Cure Period”). In the event the alleged non-compliance is cured within the Cure Period, the other party shall have no liability for such alleged non-compliance. No party may commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph (“Notice Designees”) via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid. Notices to Plaintiff shall be delivered to:

For the State of Florida:

Attorney General
Florida State Capitol, PL-01
Tallahassee FL 32399-1050

Copy to Florida's Counsel:

David C. Frederick
Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.
1615 M Street, NW
Washington D.C. 20036
dfrederick@kellogghansen.com

Notices to Teva shall be delivered to:

For Teva:

Teva Pharmaceuticals
 Attn: General Counsel's Office
 400 Interpace Parkway
 Parsippany, NJ 07054

Copy to Teva Counsel:

Eric W. Sitarchuk
 Morgan, Lewis & Bockius LLP
 1701 Market Street
 Philadelphia, PA 19103-2921
eric.sitarchuk@morganlewis.com

Rebecca J. Hillyer
 Morgan, Lewis & Bockius LLP
 1701 Market Street
 Philadelphia, PA 19103-2921
rebecca.hillyer@morganlewis.com

8. **Taxes.** Each of the Parties acknowledges, agrees, and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the provision of the Settlement Amount and the Settlement Product by Teva (other than amounts directed to attorneys' fees and costs) constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that, other than the amounts directed to attorneys' fees and costs, no other portion of the Settlement Amount and/or Settlement Product represents reimbursement to the State, any Participating Subdivision or other person or entity for the costs of any investigation or litigation, and no portion of the Settlement Amount and/or Settlement Product represents or should properly be characterized as the payment of fines, penalties, or other punitive assessments, and furthermore, the combined value of the Settlement Amount and the Settlement Product constitute less than one times damages sought by the State. The State and every Participating Subdivision shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Settlement Amount and the Settlement Product (other than amounts directed to attorney fees and costs) as remediation/restitution amounts. The State shall furnish Copy B of its Form 1098-F to Teva and shall otherwise fully comply with the requirements of Section 162(f) and Section 6050X of the Internal Revenue Code and all treasury regulations relating to those provisions of the Internal Revenue Code. Participating Subdivisions shall furnish Copy B their 1098-F forms to Teva and shall otherwise fully comply with the requirements of Section 162(f) and Section 6050X of the Internal Revenue Code and all treasury regulations relating to those provisions of the Internal Revenue Code, and the State shall have no obligation to ensure Participating Subdivisions' compliance with this provision. Teva makes no warranty or representation to the State or any Participating Subdivision as to the tax consequences of the Settlement Amount or the Settlement Product or any portion thereof.

9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

10. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.

11. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.

12. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.

13. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

14. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

16. **Severability.** In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.

17. **Statements to the Press.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.

18. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.

19. **Bankruptcy.** The following provisions shall apply if, (i) within ninety (90) days of Teva's payments pursuant to Section C.1(b) above, a case is commenced with respect to Teva under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order

determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to Teva:

(a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to Teva; and

(b) the State and Subdivisions may assert any and all Released Claims against Teva in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Teva.

20. **Most Favored Nations.** If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims against Teva brought by states, counties, and municipalities nationwide (a “Global Resolution”) under which, but for this Agreement, the Florida allocation of the Settlement Amount, the Litigation Cost Payments, the payment period, or the terms of Injunctive Relief, would be more favorable to the State, Teva shall pay the excess amounts, adjust the payment period, and/or agree to modify the terms of the consent judgment to reflect changes to the Injunctive Relief that would apply to Florida, if requested to do so by the Florida Attorney General’s Office. Any reduction in the payment period under this paragraph shall be subject to an appropriate reduction in net present value calculated at seven percent (7%) per annum.

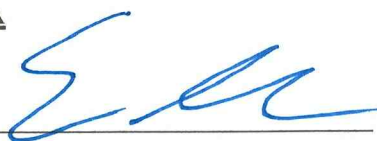
~ ~ ~

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES BELOW]

SEEN AND AGREED:

TEVA

By: 

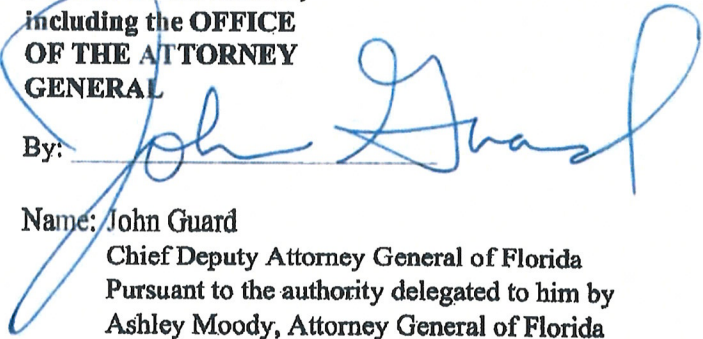
Name: Eric W. Sitarchuk
Rebecca J. Hillyer
Morgan Lewis & Bockius LLP
Attorneys for Teva
On behalf of Teva

Date: 3/29/22

SEEN AND AGREED:

PLAINTIFF

**STATE OF FLORIDA,
including the OFFICE
OF THE ATTORNEY
GENERAL**

By: 

Name: John Guard

Chief Deputy Attorney General of Florida
Pursuant to the authority delegated to him by
Ashley Moody, Attorney General of Florida

Date: 3/29/22

STATE OUTSIDE LITIGATION COUNSEL

**Kellogg, Hansen, Todd, Figel & Frederick,
P.L.L.C.**

By: 

Name: David C. Frederick

Date: 3.29.2022

Drake Martin Law Firm, LLC

By: 

Name: Drake Martin

Date: 3/29/2022

Exhibit D**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the CVS Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

Exhibit D**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Allergan Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Allergan Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Allergan Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Allergan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Allergan Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Allergan Settlement.
10. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision
Settlement Participation Form")

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision
Settlement Participation Form")

Exhibit D**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 29, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Teva Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Teva Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
5. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

7. The Governmental Entity has the right to enforce those rights given to them in the Teva Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Teva Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Teva Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Teva Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Teva Settlement.
10. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

11. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")

Signature: _____

Name: _____

Title: _____

Date: _____
(the "Execution Date of this Subdivision Settlement Participation Form")



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: Claire Whitley, Assistant City Manager

Date: April 19, 2022

Subject: Volusia League of Cities 2022 Distinguished Service Awards

Commission Goal: Governance - Other

Introduction

Staff plans to submit eight (8) nominees for the 2022 Volusia League of Cities (VLOC) Distinguished Service Awards.

Background

Each year, the VLOC requests nominations from the municipalities for Employee of the Year, Citizen of the Year, and two other categories. There are six (6) categories for Employee of the Year, one category for Citizen, Executive Officer & Elected Official of the Year, as well as The Mary Swiderski Award for Outstanding Women in Government and The Mayor Blaine O'Neal Award of Excellence. Below are the recommended nominees:

Employee of the Year Nominees:

- Administration: Lori LaMontaine, Office Manager, Ormond Beach Fire Department
- Community Planning & Development: Becky Weedo, Senior Planner
- Public Safety: Zachary Snyder, Firefighter/Paramedic, Ormond Beach Fire Department
- Parks & Recreation: Coach Plemon Hill, Nova Community Center
- Public Works & Utilities: Kevin Gray, Deputy Director, Public Works

Citizen of the Year Nominee:

- Arlene Adamson, Volunteer, Victim Services, Ormond Beach Police Department

Other Award Nominees:

- Mary Swiderski Award for Outstanding Women: Siobhan Daly, Cultural Center Coordinator, The Casements
- Mayor Blaine O'Neil Award for Excellence: Shawn Finley, Director, Public Works

A narrative for each nominee was submitted by the April 1, 2022 deadline. The awards will be presented on May 26, 2022, at the Annual Awards Banquet to be held in Deltona.

Budget Impact

There is no budgetary impact.

Recommendation

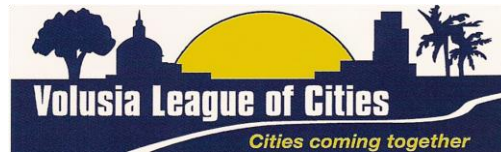
Staff will submit official approval of the above nominations to the VLOC; unless otherwise directed by the City Commission.

Attachments:

- VLOC Nominations 2022 (PDF)

REVIEWED BY:

APPROVED BY:



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

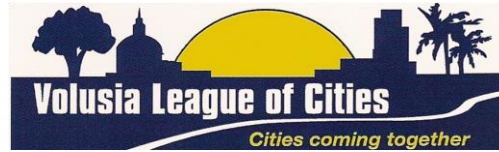
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: - Exhibited work performance that goes beyond the call of duty for their job description. - Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. - Excellent rapport with both citizens and fellow employees. - Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: - Enhanced the community through faithfully dedicating many hours. - Encouraged others to get involved in community services. - Recommended solutions that resulted in cost savings and improvements. - Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) - Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES *(X the appropriate box)*

- ☒ Administration
☐ Community Planning & Development
☐ Economic Enrichment
☐ Parks and Recreation
☐ Public Safety (Police and Fire)
☐ Public Works and Utilities

OTHER AWARD CATEGORIES *(X the appropriate box)*

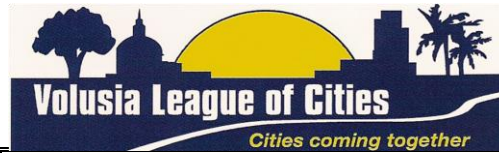
- ☐ Citizen of the Year
☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
☐ Elected Official
☐ Mary Swiderski Award for Outstanding Women in Government
☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Lorie LaMontaine
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Office Manager, Fire Department
Mailing Address for Nominee:	364 S. Atlantic Ave. Ormond Beach, FL 32176
Nominee's Email Address:	Lorie.LaMontaine@ormondbeach.org
Nominee's Phone Number:	386-676-3255

NOMINATOR INFORMATION

Nominated by and title:	Nate Quartier, Deputy Fire Chief
Contact Number of Nominator:	386-290-3112
Email of Nominator:	Nathan.Quartier@ormondbeach.org



Jurisdiction Submitting Nomination:

City of Ormond Beach

2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Lorie LaMontaine

Award Name Employee of the Year - Administration

Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

For the Employee of the Year – Administration award, there is none more deserving than Lorie LaMontaine. Serving as the Office Manager of Fire Administration for the Ormond Beach Fire Department for the past 19 years, Lorie has been an integral part of the growth of the OBFD.

Although most of her work goes on behind-the-scenes, her contributions are what keeps our organization running. Around fire Administration, we lovingly refer to her as “Chief Lorie,” as she is involved in all operations of the fire department in some way, shape, or form. Her years of experience here are evident in the way she efficiently and effectively accomplishes whatever is requested. Over the years, she has developed positive relationships with staff in other City departments, which has proven invaluable in coordinating many fire department projects.

As the Office Manager, Lorie handles a multitude tasks, including: administrative scheduling, processing purchasing requests and invoices, tracking equipment orders and delivery, processing and tracking facility work orders, distribution of station supplies, as well as handling all types of citizen and staff inquiries, just to name a few! Going beyond her assigned duties, Lorie also plays a huge role in the success of our Public Outreach program, ensuring we have a variety of popular “branded” items to distribute during outreach events and station tours, and scheduling fire crews for the many requested appearances each year. Another essential role she fills, is with our uniform program. Coordinating a mix of vendors, uniform items, and 45 firefighters can be quite the challenge, but Lorie makes it look easy, ensuring all personnel have what they need and look their best. With the Fire Chief position vacant, Lorie has stepped up to support the Interim Chief by providing historical knowledge, ensuring timely implementation of duties, and making everything run smoothly.

As you can see, Lorie goes above and beyond what one would assume are the typical duties of an Office Manager. She is the backbone and support system for any firefighter that walks through the doors. She spends time dedicating herself to making sure those around her are always reminded of how great they are and makes sure that they are well fed in the process. For this, and many other reasons, we’re both proud and lucky to have her on our team at the Ormond Beach Fire Department.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

We will be awarding a total of 11 awards

● EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES ●

Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.

EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

● OTHER AWARD CATEGORIES ●

THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT

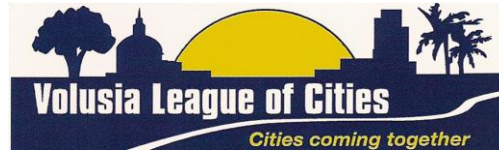
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.

THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE

The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

● NOMINATION DEADLINE & SELECTION PROCESS ●

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES *(X the appropriate box)*

- ☐ Administration
☒ Community Planning & Development
☐ Economic Enrichment
☐ Parks and Recreation
☐ Public Safety (Police and Fire)
☐ Public Works and Utilities

OTHER AWARD CATEGORIES *(X the appropriate box)*

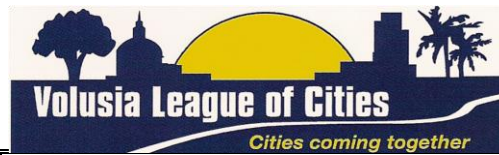
- ☐ Citizen of the Year
☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
☐ Elected Official
☐ Mary Swiderski Award for Outstanding Women in Government
☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Becky Weedo
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Senior Planner
Mailing Address for Nominee:	22 South Beach Street, Room 104 Ormond Beach, FL 32175
Nominee's Email Address:	Becky.Weedo@ormondbeach.org
Nominee's Phone Number:	(386) 676-3341

NOMINATOR INFORMATION

Nominated by and title:	Steven Spraker, Planning Director
Contact Number of Nominator:	(386) 676-3341 or (386) 366-1590
Email of Nominator:	Steven.Spraker@ormondbeach.org



Jurisdiction Submitting Nomination:

2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE
Nominee Name Becky Weedo

Award Name Community Planning and Development

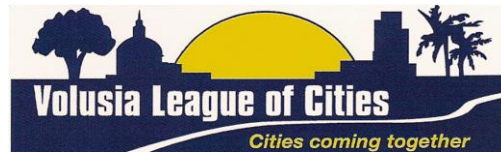
Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

Becky Weedo has been employed with the City of Ormond Beach for thirteen years and has 29 years of planning experience. As a Senior Planner, Becky consistently provides excellent customer service and has represented the city in a professional, respectful and courteous manner. Becky has worked on a wide range of projects including variances, dock permitting, the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA), annexations, floodplain management, and implementation of the Downtown Master plan.

Becky has consistently provided sound judgement, provided innovative ideas, and has demonstrated the utmost integrity in her work. The North U.S. 1 corridor has a variety of issues and the City of Ormond Beach desired to gain land use and zoning control over the area that was located in unincorporated Volusia County to implement concepts of the City's Comprehensive Plan. Becky assisted in developing the North U.S. Highway 1 IBSA, including the agreement's adoption and implementation of this agreement. The concept of applying the City's land use and zoning and incorporating regulations of large-scale bike week special events was innovative and required the building of relationships in this corridor. Becky has continued to work with existing property owners in the North U.S. Highway 1, sought redevelopment, and expanded the ISBA to encourage redevelopment in the North U.S. Highway 1 corridor. Building strong relationships with residents, property owners, other governmental agencies and design professionals has assisted Becky in achieving the redevelopment goals the city has established.

Becky has also been a leader for the city in the area of floodplain management that results in cost savings for city residents. She has coordinated and led the Volusia's Multi-Jurisdictional Program for Public Information and the Community Rating System (CRS) scoring for floodplain management. Becky is currently working to provide additional savings by improving the city's CRS rating. Becky also has provided grant information to property owners in high-risk floodplains. Becky is currently working on a Florida Department of Environmental Protection resiliency grant to review issues as sea level rise and flooding from storm events.

Becky provides a high level of customer service, excels beyond the scope of his position, is an innovative planner with a history of providing solutions regarding key city issues that impact the quality of life for Ormond Beach residents. Becky has been a great asset to the city and her problem-solving skills are a key part of the City of Ormond Beach Planning Department.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

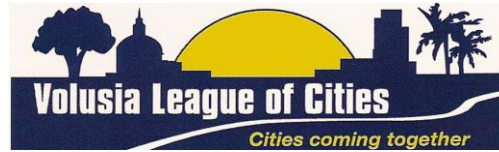
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
- ☐ Community Planning & Development
- ☐ Economic Enrichment
- ☐ Parks and Recreation
- ☒ Public Safety (Police and Fire)
- ☐ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

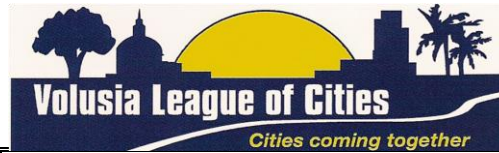
- ☐ Citizen of the Year
- ☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
- ☐ Elected Official
- ☐ Mary Swiderski Award for Outstanding Women in Government
- ☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Zachary Snyder
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Firefighter/Paramedic, Ormond Beach Fire Department
Mailing Address for Nominee:	364 S. Atlantic Ave. Ormond Beach, FL 32176
Nominee's Email Address:	Zachary.Snyder@ormondbeach.org
Nominee's Phone Number:	386-676-3255

NOMINATOR INFORMATION

Nominated by and title:	Nate Quartier, Deputy Fire Chief
Contact Number of Nominator:	386-290-3112
Email of Nominator:	Nathan.Quartier@ormondbeach.org



Jurisdiction Submitting Nomination:

City of Ormond Beach

2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Zachary Snyder

Award Name Employee of the Year – Public Safety

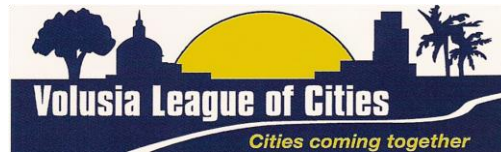
Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

For the Employee of the Year – Public Safety, the Ormond Beach Fire Department is proud to nominate Zachary Snyder. Zachary has been a firefighter with the OBFD for the past three and a half years, and in that time, has managed to make a name for himself as a skilled, caring, and empathetic firefighter.

After completing his probationary year, where new firefighters are responsible for completing a multitude of training objectives over the course of their first year, Zachary enrolled in the Paramedic program at Daytona State College. This was an intense, two-year program of study where he developed the skills necessary to become a state-certified paramedic, enabling him to provide a higher level of medical care to our citizens during emergencies. As if this wasn't time-consuming enough, he accomplished it while starting a family with his wife.

In addition to being a firefighter, Zachary also proudly serves our country as a member of the Army National Guard, further proving his dedication to service. With his role in the Guard, he has been deployed on several occasions during his time with the OBFD, sometimes for long periods of time. At the end of this year, Zach was again called to be deployed, this time for approximately one-year.

While one often thinks of a distinguished service nomination being for a singular, gallant act, often times, it's something more subtle. In Zachary's case, it's his dedication and commitment to service, whether it be to his family, the citizens of Ormond Beach, or to his country. He is what help makes our organization successful in helping those in need.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

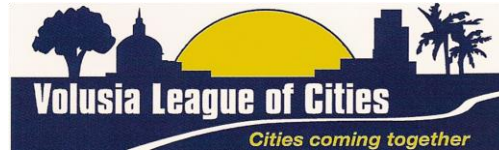
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
- ☐ Community Planning & Development
- ☐ Economic Enrichment
- ☒ Parks and Recreation
- ☐ Public Safety (Police and Fire)
- ☐ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

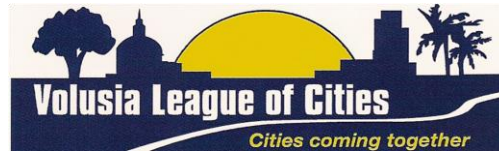
- ☐ Citizen of the Year
- ☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
- ☐ Elected Official
- ☐ Mary Swiderski Award for Outstanding Women in Government
- ☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Plemon Hill
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Coach, Nova Community Center
Mailing Address for Nominee:	22 S. Beach St. Ormond Beach, FL 32174
Nominee's Email Address:	Plemon.Hill@ormondbeach.org
Nominee's Phone Number:	386-677-0311

NOMINATOR INFORMATION

Nominated by and title:	Robert Carolin, Leisure Services Director
Contact Number of Nominator:	386-677-0311
Email of Nominator:	Robert.Carolin@ormondbeach.org
Jurisdiction Submitting Nomination:	City of Ormond Beach



2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Plemon Hill

Award Name Parks & Rec

Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

Coach Plemon Hill has been making a positive impact on Volusia County children since 1969, and been a mentor and coach with the City of Ormond Beach for more over 46 years. He is known for his warm and caring approach. He has been providing leadership and encouragement to youth at the Nova Community Center longer than many of us have been on this Earth. He tells the kids, they don't know if they can do something until they try.

Coach Hill worked to strengthen the summer program over the years, as he believes physical education is important to a child's growth. Coach Hill emphasized a need for an energy outlet for children, which led to him planning and leading multiple activities for them as part of summer camp. Coach Hill also developed a very popular and successful free, summer basketball program for teens too old to attend summer camp. There is no pressure to be the best, so the players have the opportunity to learn and/or enhance their basketball skills and enjoy a positive recreational experience during the summer rather than just sitting home, getting into trouble or playing video games. "Kids can walk in and get on a team and play right away," stated Robert Carolin, Leisure Services Director. "It's a unique program, and it's been very successful."

Residents return to our Nova Community Center where Coach Hill is employed just to get to shake the hand of their favorite mentor and recall favorite sayings and stories with Coach Hill. He is a retired physical education teacher from Ormond Beach Middle School, and his impact there was so great after 37 years of teaching they named their new gymnasium after him.

In 2006, he received the "Getting Results Award" from Channel 6 news for the impact he has made on this community. "I love working with kids," he says. "It's just a rewarding type of thing, you see results, you see good results. It's rewarding." His impact is also seen on a Facebook account created in his honor by his former students. It's something he is both proud of and a bit confused by. Some comments include:

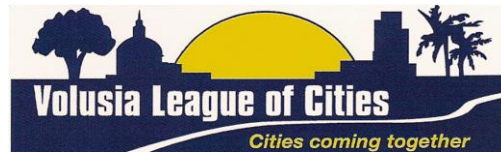
"Coach Hill will always have a special place in my heart. That man truly cares about every single person he meets on an individual level."

"What a gift he was to all of us. I love how his words have stuck with so many."

"He is a true friend to all. The world could use a lot more Coach Hills."

Coach Hill enjoys seeing the influence he has had on the children's lives. "It takes time and encouragement," Coach Hill says. "We let them know we care about them. If they think you don't care, they take the same attitude."

Coach Hill sets the ultimate example for how we should spend our time each day; helping to make others even better. We are blessed for his contributions to the generations he has touched in our community.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

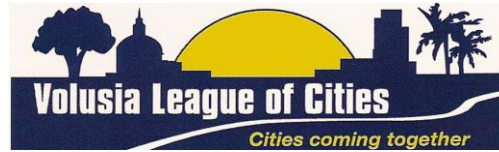
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
- ☐ Community Planning & Development
- ☐ Economic Enrichment
- ☐ Parks and Recreation
- ☐ Public Safety (Police and Fire)
- ☒ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

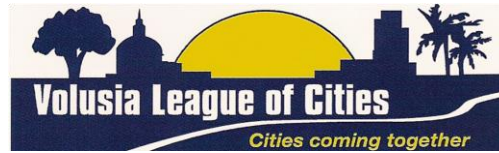
- ☐ Citizen of the Year
- ☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
- ☐ Elected Official
- ☐ Mary Swiderski Award for Outstanding Women in Government
- ☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Kevin Gray
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Deputy Director, Public Works
Mailing Address for Nominee:	22 S. Beach St. Ormond Beach, FL 32174
Nominee's Email Address:	Kevin.Gray@ormondbeach.org
Nominee's Phone Number:	386-677-0311

NOMINATOR INFORMATION

Nominated by and title:	Shawn Finley, Public Works Director
Contact Number of Nominator:	386-677-0311
Email of Nominator:	Shawn.Finley@ormondbeach.org
Jurisdiction Submitting Nomination:	City of Ormond Beach



2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Kevin Gray

Award Name Employee of the Year – Public Works

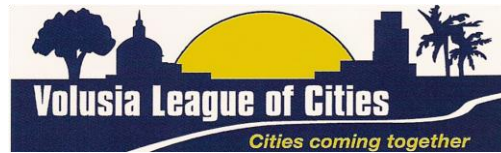
Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

On October 16 ,1989 Kevin Gray began working for the City of Ormond Beach in their solid waste collection department. Through hard work and selfless contribution to the City of Ormond Beach, Kevin quickly distinguished himself as a leader and was recognized early in his career that as an asset to the City. Eager to contribute, Kevin has never shied away from a challenge. During his tenure with the City, Kevin has initiated the City's recycling program, he manages the City's stormwater utility, oversees streets maintenance operations, and ensures that the City's fleet continues to operate. Although his responsibilities are diverse, Kevin is not simply an administrator to these departments; he brings experience and knowledge to every function performed by the Public Works. He provides guidance to his staff; whether directing a task, or serving as a sounding board, Kevin is respected not just for his role as a leader, but equally important for his ability to allow others to step into leadership roles. A mentor to his staff he takes great pride in watching others acquire knowledge and develop as problem solving skills.

Public Works can often be a thankless job. Success is best measured when your work goes unnoticed. Directing the actions of Public Works operations, Kevin ensures that all areas of the City, and all the City's residents are provided a level of service that is unparalleled. Often the first to arrive and the last to leave, Kevin always keeps focus on Ormond Beach and never fails to acknowledge the contributions made by staff and co-workers.

A critical member of the City's leadership during emergency management events, Kevin is a calm leader who knows the value of preparing prior to an event, and also the ability to adapt to situations as they arise. During COVID, Kevin applied these skills to ensure that Public works remained staffed, and that this staff remained safe and supplied with the resources necessary to get the job done. As new challenges presented themselves, Kevin often created new and innovative approaches to ensure that the City operations could continue.

For over 32 years, Kevin Gray has been more than an employee of the City of Ormond Beach. Kevin continues to be a leader; his contributions are ones that make a positive impact on this community. His hard work and dedication, have played an important part in the quality of life within The City of Ormond Beach.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

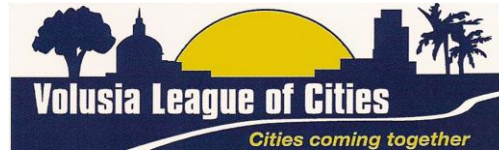
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: - Exhibited work performance that goes beyond the call of duty for their job description. - Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. - Excellent rapport with both citizens and fellow employees. - Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: - Enhanced the community through faithfully dedicating many hours. - Encouraged others to get involved in community services. - Recommended solutions that resulted in cost savings and improvements. - Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) - Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
- ☐ Community Planning & Development
- ☐ Economic Enrichment
- ☐ Parks and Recreation
- ☐ Public Safety (Police and Fire)
- ☐ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

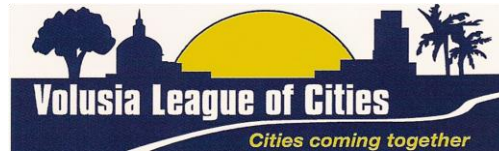
- ☐ Citizen of the Year
- ☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
- ☐ Elected Official
- ☒ Mary Swiderski Award for Outstanding Women in Government
- ☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Siobhan Daly
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Cultural Center Coordinator
Mailing Address for Nominee:	22 S. Beach St. Ormond Beach, FL 32174
Nominee's Email Address:	Siobhan.Daly@ormondbeach.org
Nominee's Phone Number:	386-677-0311

NOMINATOR INFORMATION

Nominated by and title:	Robert Carolin, Leisure Services Director
Contact Number of Nominator:	386-677-0311
Email of Nominator:	Robert.Carolin@ormondbeach.org
Jurisdiction Submitting Nomination:	City of Ormond Beach



2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Siobhan Daly

Award Name Mary Swiderski Award for Outstanding Women

Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

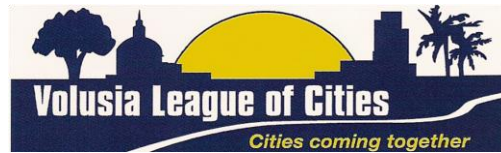
Siobhan Daly serves as the Cultural Center Coordinator at The Casements. She began her career with the City of Ormond Beach in 2001. Siobhan is known as the Queen of The Casements for managing the historic landmark with ease, through her poise, grace and elegance. She works tirelessly to ensure all programs, events and classes are executed seamlessly and to perfection. Visitors shower her with praise for their positive experiences and interactions.

Siobhan has faced many challenges over the last few years due to the pandemic. Her creative ability to think outside of the box and come up with new ideas to promote and enhance the quality of life for our community continued even during these unprecedented times. She did a remarkable job continuing to offer opportunities to enrich the lives of our citizens of all ages through virtual presentations including craft videos, fun facts about The Casements, online tours, virtual Storytime, Millionaire Mondays, and a Virtual Earth Day contest. As the transition to reopening occurred, Siobhan had The Casements up and running to full capacity with weddings, receptions, meetings, classes, Movies on the Halifax, Ormond MainStreet's Celtic Festival and Riverfest just to name a few.

For the past three years, Siobhan has earned the City of Ormond Beach statewide recognition at the Florida Festivals and Events Association's Convention and Tradeshow for her creative programming, winning 1st place in 2019 for the children's Enviro Camp program in the category of Education Programming; 2nd place in 2020 for her Storytime Programming in the category of Children's Programming; and 2nd place in 2021 for Millionaire Monday in the category of Educational Programming. Siobhan was integral in the creation of Once Upon A Storytime, a showcase piece of live children's storytelling that has an avid following in our community for mothers and toddlers.

Siobhan is known to come in at four in the morning for events and stay past midnight to ensure her events run without incident; she'll rally a group of chefs to volunteer to come in at 5am to cook for Breakfast with Santa, put on a first-class luncheon for volunteers on a shoe-string budget through sponsorships and innovative ideas and donate her leave time to other employees with lengthy illnesses. She knows the importance of when it is time to listen and when it is time to share ideas. The spirit, commitment and professionalism that Siobhan demonstrates each and every day is respected and admired through the great relationships she has with her peers, members of the community, various civic organizations and visitors to our City. She is an excellent mentor, exemplary role model and a great friend to her fellow employees. Siobhan inspires her fellow

employees; if you work for Siobhan or with Siobhan; you are given the wonderful gift to learn from her example. Siobhan Daly is someone who goes above and beyond, not only in her work for the City of Ormond Beach, but in every aspect of her life. Not only is Siobhan an exemplary employee; she is an exemplary human being and citizen of this community. Because of her, our community shines much brighter.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

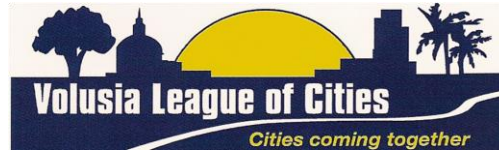
We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
- ☐ Community Planning & Development
- ☐ Economic Enrichment
- ☐ Parks and Recreation
- ☐ Public Safety (Police and Fire)
- ☐ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

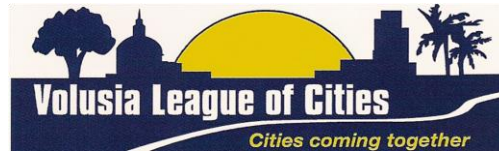
- ☐ Citizen of the Year
- ☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
- ☐ Elected Official
- ☐ Mary Swiderski Award for Outstanding Women in Government
- ☒ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Shawn Finley
Nominee's Jurisdiction:	City of Ormond Beach
Title & Department of Nominee:	Director, Public Works
Mailing Address for Nominee:	22 S. Beach St. Ormond Beach, FL 32174
Nominee's Email Address:	Shawn.Finley@ormondbeach.org
Nominee's Phone Number:	386-677-0311

NOMINATOR INFORMATION

Nominated by and title:	Alex Schumann, City Engineer
Contact Number of Nominator:	386-677-0311
Email of Nominator:	Alex.Schumann@ormondbeach.org
Jurisdiction Submitting Nomination:	City of Ormond Beach



2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Shawn Finley

Award Name Mayor Blaine O'Neal Award for Excellence

Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

Shawn Finley came to Ormond Beach in 2009 as a Civil Engineer, bringing decades of experience in Engineering to coordinate Development review for the City. In 2019 Shawn became the City Engineer and by the end of the year the Public Works director. Shawn has been active locally in the Florida Engineering Society serving as Secretary, Vice president, and President. Shawn is also very involved in Boy Scouts with Troop 477 with his son Caleb.

Many local government officials are called on to serve in multiple roles, Shawn is exceptional in that those high-level roles are Utility Manager and Public Works Director. He is always on call and routinely responds to citizen concerns in an expeditious, thorough, and compassionate manner. Shawn's guiding principle is to treat all citizens how he would want his mother treated. His work ethic, breadth of knowledge, and exceptional management skills make him the perfect for the public works director position. Every day, Shawn provides sound judgment and exemplifies integrity and dependability in everything he does for the City of Ormond Beach. Because of his expertise Shawn has been called on as a resource for creative solutions to challenging problems.

Shawn is responsible for all of Public Works, Utilities, and Engineering with an operating budget of \$40 million and 106 employees. Shawn has been integral in expanding the City's Fiber optic system and promoting monitoring of stormwater in the same manner as traditional utilities. The innovations that he has brought to Ormond have help to alleviate flooding in the Central Park neighborhood.

As Ormond faced complications related to westward expansion, Shawn has taken the lead in preparing the City to advocate on behalf of our resident's needs. Shawn was the keynote speaker at the City's OB Life series discussing the ways the City is preparing for the tremendous growth west of interstate 95. With up to 10,000 homes projected in the City's western service area, Shawn has plotted a course for the City to effectively and safely serve these future utility customers.

Shawn's commitment to the environment continues with recent legislative priority projects including a Septic to sewer conversions, reclaimed water reservoir, and new treatment technologies at the water reclamation facility. These projects will better allow Ormond Beach to recharge the aquifer, remove nutrients from the Halifax & Tomoka rivers and continue to provide high quality water to our residents. The City is extremely grateful to Shawn for everything he has done and continues to do as he relentlessly continues environmental stewardship improvements throughout our beautiful community.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION PROCEDURES

Please read the below guidelines and the attached Nomination Form before completing the 2022 Volusia League of Cities Distinguished Service Award Nomination Form. **Each jurisdiction can submit no more than one nomination for each category.** Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022, in Deltona.

We will be awarding a total of 11 awards

* EMPLOYEE AND CITIZEN OF THE YEAR CATEGORIES *	
Nomination categories listed below can be submitted from a Department Director, Manager, or Elected Official. All nominees must fulfill the award criteria which are listed below.	
EMPLOYEE OF THE YEAR CATEGORIES (6 AWARDS)	CITIZEN, EXECUTIVE OFFICER & ELECTED OFFICIAL OF THE YEAR
❖ Administration ❖ Community Planning and Development ❖ Economic Enrichment ❖ Parks and Recreation ❖ Public Safety (Police and Fire) ❖ Public Works and Utilities EMPLOYEE OF THE YEAR AWARD NOMINEE CRITERIA: 1. Exhibited work performance that goes beyond the call of duty for their job description. 2. Proven sound judgment, initiates ideas, has the utmost integrity & is extremely dependable in everything s/he does. 3. Excellent rapport with both citizens and fellow employees. 4. Provided solutions that resulted in cost savings to the community or jurisdiction.	CITIZEN OF THE YEAR AWARD NOMINEE CRITERIA: 1. Enhanced the community through faithfully dedicating many hours. 2. Encouraged others to get involved in community services. 3. Recommended solutions that resulted in cost savings and improvements. 4. Enriched the community as a result of their involvement. EXECUTIVE OFFICER AND ELECTED OFFICIAL OF THE YEAR AWARD NOMINEE CRITERIA: (TWO SEPARATE AWARDS) 1. Nominations can be submitted by Department Director, Manager, or Elected Official

* OTHER AWARD CATEGORIES *
THE MARY SWIDERSKI AWARD FOR OUTSTANDING WOMEN IN GOVERNMENT
The Mary Swiderski Award for Outstanding Women in Government is presented to an individual who serves as a role model and inspires achievement for women in government or whose achievements promote and enhance the quality of life within communities in Volusia County.
THE MAYOR BLAINE O'NEAL AWARD OF EXCELLENCE
The Mayor Blaine O'Neal Award of Excellence is presented to an individual who puts service before self, communicates in a civil manner, and seeks nothing less than excellence. This award is not limited to Mayors. Any individual may be nominated.

* NOMINATION DEADLINE & SELECTION PROCESS *

- Nominations must be emailed in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**.
- Only the Nomination Form and the **500-word** narrative will be accepted.
- Each jurisdiction can submit no more than one nomination for each award.
- The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.
- Recipients for each award will be invited to attend the VLOC Annual Awards Banquet on Thursday, May 26, 2022.



2022 DISTINGUISHED SERVICE AWARDS NOMINATION FORM & NARRATIVE

INSTRUCTIONS

Send this Nomination Form and the **not-to-exceed 500-word narrative** in MS Word format to Karen.Allen@ucf.edu no later than **APRIL 1, 2022**. Only the Nomination Form and the **500-word narrative** will be accepted. Each jurisdiction can submit no more than one nomination for each award. The Distinguished Service Awards Selection Committee will make recommendations to the VLOC Board of Directors who will vote on the final recipients.

NOMINATION AWARDS

EMPLOYEE OF THE YEAR CATEGORIES (X the appropriate box)

- ☐ Administration
☐ Community Planning & Development
☐ Economic Enrichment
☐ Parks and Recreation
☐ Public Safety (Police and Fire)
☐ Public Works and Utilities

OTHER AWARD CATEGORIES (X the appropriate box)

- ☒ Citizen of the Year
☐ Executive Officer (city manager, deputy or assistant manager, city attorney, city clerk)
☐ Elected Official
☐ Mary Swiderski Award for Outstanding Women in Government
☐ Mayor Blaine O'Neal Award of Excellence

NOMINEE INFORMATION

Name of Nominee:	Arlene A. Adamson
Nominee's Jurisdiction:	Ormond Beach Police Department
Title & Department of Nominee:	Volunteer / Victim Services
Mailing Address for Nominee:	7 Beaver Lake Circle Ormond Beach, FL. 32174
Nominee's Email Address:	Adamson, Arlene Arlene.Adamson@ormondbeach.org
Nominee's Phone Number:	386-673-9530 or Cell at 716-799-3346

NOMINATOR INFORMATION

Nominated by and title:	Evelyn R. Rebostini
Contact Number of Nominator:	386-676-3529 or 386-566-3519
Email of Nominator:	Evelyn.Rebostini@ormondbeach.org



Jurisdiction Submitting Nomination:

2022 DISTINGUISHED SERVICE AWARDS NOMINATION NARRATIVE

Nominee Name Arlene Adamson

Award Name Arlene Adamson

Reminder: Maximum of a 500-word narrative (approximately 3-4 paragraphs)

Arlene Adamson started with Ormond Beach Police Department February 2011. She has been faithfully volunteering her time every week since. Arlene has encouraged and exemplified the virtue of good citizenship. Arlene first started volunteering as a COP going out in the volunteer vehicle and issuing warning tickets to individuals. Then she learned the Victim Services program taking care of the administrative VSTracking on police reports and mailing the letters out to the victims. She has shown ongoing initiative and dedication by taking it upon herself to take advantage of the on-line training regarding victim services to learn all she could. Arlene has the respect of her peers and is most definitely a role model. Arlene even gave her time in Outreach helping with the Pal Golf events, going out to the course, staying at the Hole in one from the start of the tournament until the last player came through and bringing lunch to the golfers playing no matter what the weather was like in the tournament and Pal Doughnut Dash volunteering by giving packets out to the runners and interacting with the contestants at the registration table. There is nothing she won't help with. Arlene is a blessing and a true asset to our Agency giving eleven years of wonderful service. Arlene always comes in smiling and is ready and willing to help out anyway she can.

Arlene is also involved with the American Legion Ladies Auxiliary and her church St. Brendan's Ormond Beach here in Ormond Beach, devoting her time and giving back to the community. She is a great Team player and our Hidden Hero both at the Ormond Beach Police Department and in the community. Arlene is a generous individual who also brings items in for the less fortunate. Her selflessness and sympathetic nature show that she always puts others before herself.

Arlene has touched and enriched the lives of so many, particularly those who are less fortunate or vulnerable by her actions, she is always helping someone she sees in need by bringing in hygiene products to give to the homeless, feeding an individual holding a sign, and by giving a donation to help another. Arlene should receive the biggest heart award for all she does to make a difference in the lives of others. It does not matter how great or small. Arlene and her husbands Christmas gift to one another this year was to make monthly donations to St. Jude's Children's Hospital. This speaks to how very special she is.

I am honored to nominate Mrs. Arlene Adamson for this award.



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 19, 2022

Subject: City Manager Status Report, April 2022

Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of citywide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this memo:

1. Building Permit Activity March 2022
2. Capital Improvements Program (CIP) Status Report March 2022
3. Planning Memorandum April 5, 2022
4. Development Activity Report March 2022
5. Financial Status Report February 2022
6. Economic Development Report March 2022
7. First Step Shelter Monthly Update March 2022

8. Commission Workshop Schedule 2022

Updates

CIP Projects

Andy Romano Beachfront Park - ADA Ramp

- Work is ongoing. The piles and stringers have been installed, the decking is in progress.

South Ormond Neighborhood Center Gym

- Work is ongoing. The metal building has been delivered and is being installed.

Sanchez Park

- The roadway improvements are complete. The playground equipment is on order and expected to arrive in late June.

Shadow Crossings Ground Storage Tank Maintenance and Repairs

- The repair work is complete.

Announcements

Workshops Held

<u>Date</u>	<u>Topic</u>
January 4, 2022	Shade Meeting - Collective Bargaining Discussion
February 15, 2022	Cassen Park
March 22, 2022	Parks & Recreation Master Plan Update - Final Draft
April 19, 2022	Shade Meeting

Future Workshops

All dates and topics are tentative and subject to change. Some items might be presented as discussion items on the regular Commission agenda.

<u>Date</u>	<u>Topic</u>
May 3, 2022	Impact Fee Study (tentative)
May 10, 2022	OB Life - Airport Focus (new)
May 17, 2022	Reclaimed Water
June 7, 2022	Capital Improvements Program and Draft Budget
July 19, 2022	Operating Budget

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

- 03.31.2022, Building information (PDF)
- CIP Monthly Detail Report (PDF)
- 04.05.22 Planning Memorandum (PDF)
- 04.01.2022 MDR (PDF)
- February 2022 Financial Status Report (PDF)
- EconDev Monthly Report March2022 (PDF)
- First Step Shelter (PDF)
- !04082022 Updated Workshop Calendar (PDF)

REVIEWED BY:

APPROVED BY:

Monthly Building Permit Summary

March 1 to March 31, 2022 versus March 1 to March 31, 2021 and year to date:

Total Building Permits Issued, including	March 1 to March 31, 2022	March 1 to March 31, 2021	<u>FY2021-22</u> <u>year to date</u> <u>(3/31/22)</u>	<u>FY2020-21</u> <u>year to date</u> <u>3/31/21</u>
Business Fire Inspection	2	15	25	48
Business Tax Receipt	5	7	51	94
Commercial Alterations	1	5	35	40
Commercial Buildings	0	0	0	3
Commercial Re-roof	1	5	14	18
Demolition	5	1	20	12
Dock	5	3	18	12
Door	20	40	141	174
Electrical (residential & commercial)	35	40	136	134
Fire Protection Systems	5	3	20	28
Garage or Carport	3	8	20	19
Garage sale	120	62	384	260
Gas	5	6	24	28
Generator	5	6	22	30
LDC (Driveways/Fences)	64	97	322	323
Mechanical (residential & commercial)	99	142	442	481
Mobile home set-up	5	4	10	20
Multi-Family Homes	6	0	42	0
Other categories (all other permits not listed)	71	121	323	412
Plumbing (residential & commercial)	14	10	70	61
Residential Remodel/Additions	4	2	16	13
Residential re-roof	153	151	717	580
Screen room/hard roof	2	3	15	22
Screen enclosure only	7	3	28	28
Shed	1	7	9	21
Signs	12	9	68	32
Single Family Homes	9	5	57	78
Solar	13	10	63	48
Special Events	13	6	52	26
Swimming pool	9	20	47	60
Utility connection only	46	3	84	33
Windows	65	37	287	244
Total permits	805	831	3,562	3,382
Total Valuation	\$16,404,755	\$10,341,028	\$105,843,139	\$96,899,293
Total fees	\$82,626	\$58,582	\$497,365	\$381,379

CAPITAL IMPROVEMENT STATUS - as of April 1, 2022

Project	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Construction										
CDBG Fleming Playground	Long lead time materials are scheduled for delivery in April, a Notice to Proceed will be issued at that time.	Cara Culliver	In-House	PlayPower LT Farmington, Inc.	\$ 129,803	\$ 128,850		8/17/21		0%
Facility Hardening	Materials are on order with a 12 week lead time. Notice to Proceed will be issued upon delivery.	Cole Buck	DJDesign	Paul Culver Construction	\$ 1,000,000	\$ 999,000		1/4/22		0%
Gazebo Replacement 2 - CP II	Gazebo structure is ordered with a 6 month lead time, with delivery anticipated for July.	George Lavatelli	In-House	A.G. Pifer Construction Co	\$ 60,000	\$ 59,293		1/4/22		0%
Shell Parking Lot Restoration	Project is complete	Mark Carrick	In-House	East Coast Marine Const	\$ 56,000	\$ 65,331		2/15	3/14	100%
SONC Gym	Slab and utilities are complete, metal building was delivered and installation is in process.	Cole Buck	Zev Cohen	Saboungi Construction	\$ 1,100,000	\$ 1,079,880		8/4/21	1/3/22	50%
2022 Storm & Sewer Lining	Bid awarded March 22 CC Meeting, contracts are being executed	Alex Schumann	In-House	Ric-Man Construction	\$ 800,000	\$ 754,762		3/22/22		0%
Water Storage Tank Repair-Shadow Crossings	Project is complete	George Lavatelli	In-House	CROM, LLC	\$ 100,000	\$ 82,200		1/4/22	3/14/22	100%
Wilmette Stormwater Pump Station	Construction commenced March 3. Silt fence installed, dewatering in process.	George Lavatelli	McKim/Creed	JD Weber Construction	\$ 550,000	\$ 512,153		2/16/21	11/1/21	27%
Airport Taxiway B Reconstruction, Taxiway D Rehabilitation	Construction is being scheduled	Steven Lichliter	Hoyle Tanner	Halifax Paving	\$ 2,383,000	\$ 2,230,763		11/16/21		0%
Bidding										
PD Access Control Replacement	Contract is scheduled for approval at the April 19 City Commission meeting	George Lavatelli	In-House		\$ 268,000					
CDBG South Washington Sidewalk Improvements	Project scheduled for approval to advertise at the May 3 City Commission meeting	Cara Culliver	In-House		\$ 114,611					
Design										
Airport Access Roads	Design is complete	Steven Lichliter	HTA		\$ 83,000		6/20			100%
Airport Business Park Drive Ph II	Design in process	Alex Schumann	Zev Cohen		\$ 105,000		7/20			92%
Cassen Park Improvements	An RFP for redesign is being prepared.	Alex Schumann								
Doug Thomas Way Extension	Design in process	Alex Schumann	Upham		\$ 90,000		6/21			55%
Downtown: Sidewalk Renovations	Project specifications are being prepared	Cara Culliver	In-House		\$ 2,000,000		11/21			50%

Project	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Leeway Storage Tank & Pump Station Rehab	Design Work Authorization approved 3/22	George Lavatelli	Mead Hunt				3/22			0%
WM Replacement Ph 4-Mainland	Design in process	Cole Buck	Zev Cohen		\$ 250,000		4/21			90%
WM Replacement Ph 4-Peninsula	Design is complete, project will be bid late summer for construction award in October	George Lavatelli	McKim/Creed		\$ 250,000		4/21			100%
WRF Upgrades	Design in process	Mike Stephenson	Mead Hunt		\$ 170,000		7/21			59%
WTP Aeration, Clearwell & Splitter Box	Design is complete, preparing bid documents	Mike Stephenson	McKim/Creed		\$ 2,220,000		1/21			100%
2022 Roadway Resurfacing	Design is complete, preparing bid documents	Cole Buck	In-House		\$ 750,000		1/22			100%

**CITY OF ORMOND BEACH
FLORIDA
PLANNING MEMORANDUM**

TO: City Commission
Joyce A. Shanahan, City Manager
Terri Hamsher, Executive Secretary
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager

Susan Dauderis, City Clerk
Steve Johnson, GIS
Kate Settle, Assistant City Clerk
Cassidi Ritz, Paralegal
Cindy Pinizzotto, Senior Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: April 5, 2022

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
4/5	CC		Consent agenda				
			Item	Letter	To NJ	NJ Ad run	Post
			72 Warwick Avenue, lien for demolition (TG)	NA	NA	NA	NA
			Universal work authorization (SSS)	NA	NA	NA	NA
			2 nd reading				
			Item	Letter	To NJ	NJ Ad run	Post
			722 South Atlantic Avenue – land use amendment (BW)	3/8	3/18	3/25	NA
			Benjamin rezonings (BW)	3/8	3/18	3/25	NA
			4/6	BOAA		128 S. Halifax Drive – Driveway (BW) 325 South Atlantic Avenue (RG) LDC Amendment: Calculated waterbody setbacks (RG)	
4/11	Design Comm		259 West Granada Boulevard – Culver’s				
4/12	BFAB		Cancelled				
4/14	PB		Plantation Oaks Amendment (SSS/SPRC) LDC Amendment: Calculated waterbody setbacks (RG)				
4/18	HLPB		Cancelled				

7.F.c

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
4/19	CC	3/23	Resolution				
			Item	Letter	To NJ	NJ Ad run	Post
			100 West Granada Boulevard – Special Exception – Signage	4/5/22	4/4/22	4/8/22	NA
			124 West Granada Boulevard – Special Exception – Signage	4/5/22	4/4/22	4/8/22	NA
			1st reading				
			Item	Letter	To NJ	NJ Ad run	Post
			Ridgehaven – Small Scale land use amendment (Comprehensive Plan)- 2 nd ISBA area	4/1/22	NA	NA	NA
			Ridgehaven - Small Scale land use amendment (Comprehensive Plan)- Addison Drive parcels	4/1/22	NA	NA	NA
			Comprehensive Plan Text Amendments for 2 nd ISBA amendment	NA	4/1/22	4/8/22	NA
			5/3	CC		Impact Fee Workshop (Tentative)	
5/3	CC	4/6	2 nd reading				
			Item	Letter	To NJ	NJ Ad run	Post
			Ridgehaven – Small Scale land use amendment (Comprehensive Plan)- 2 nd ISBA area	4/1/22	4/15/22	4/22/22	NA
			Ridgehaven - Small Scale land use amendment (Comprehensive Plan)- Addison Drive parcels	4/1/22	4/15/22	4/22/22	NA
			Comprehensive Plan Text Amendments for 2 nd ISBA amendment	NA	4/15/22	4/22/22	NA
05/04	BOAA						
05/05	CC		1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
05/12	PB						
05/16	HLPB						
05/17	CC		Resolution				
			Item	Letter	To NJ	NJ Ad run	Post
			Park & Recreation Master plan update				
			1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
			Plantation Oaks				
LDC Amendment: Calculated waterbody setbacks							

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
06/01	BOAA						
06/07	CC		1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
06/09	PB		Planning Board				
			Item	Letter	To NJ	NJ Ad run	Post
06/20	HLPB						
07/05	BFAB						
07/06	BOAA						
07/14	PB		Planning Board				
			Item	Letter	To NJ	NJ Ad run	Post
07/18	HLPB						
07/19	CC Date change		1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
08/03	BOAA		BOAA				
08/03	CC Date change		1 st reading				
			Item	Letter	To NJ	NJ Ad run	Post
08/11	PB		Planning Board				
			Item	Letter	To NJ	NJ Ad run	Post

Planning projects

		Activity in last 14 days	Item completed
#	Project	Status	Staff Contact
Studies			
1.	FDEP Resiliency Grant	Grant awarded. Present to CC for acceptance. Date undetermined.	BW
2.	Park and Rec Master Plan	Received statistically valid survey. Joint meeting with LSAB & QLAB completed. City Commission workshop on 8/17/21 completed. Vision sessions completed. Vision needs advisory board and public meeting completed on 10/6/21. Draft report for advisory board's completed on 12/8/21. LSAB – meeting 1/12/2022 completed. CC workshop completed 3/22.	CC/BW/SSS/LS

3.	Impact Fee Update	Met with impact fee consultants. Working toward a date for meeting with building community and City Commission workshop. Draft report under staff review. Workshop tentatively schedule for 5/3/22.	SSS/BW
4.	Stormwater (Engineering lead)	Draft under review.	DEA/BW
5.	Former Riverbend Golf Course (Economic Development lead)	Provided comments on scope of services to Economic Development Director. Approved on 10/5/21 City Commission agenda.	ED/SSS
Downtown			
6.	Sidewalk banding	Started process to create needed plan set for re-construction and bid documents. Engineering working on RFP document – goal date to present to City Commission is 6/7/22.	Engineering
7.	Cabinet Wraps	Awaiting on artist agreements.	BW
8.	Cassen Park (Engineering lead -design)	Working on site redesign. City Commission workshop conducted on 2/15/22.	Engineering
Development projects			
9.	Plantation Oaks, major amendment	Neighborhood held on 12/6/2021. Scheduled for 04/14/2022 Planning Board meeting.	SSS/SPRC
10.	Former Tomoka Golf course	Second pre-application neighborhood meeting held on July 15, 2021. No application to date. Pre-application meeting held on January 5, 2022. Awaiting a submittal. Traffic methodology response sent.	SSS/SPRC
11.	Courtyards at Ormond Beach	1 st SPRC review completed. Neighborhood meeting occurred on August 25, 2021. Awaiting a re-submittal.	SSS/SPRC
12.	251 South Atlantic Avenue, vacant lot	Pre-application meeting with the SPRC for a transient lodging. Concept plan showed single-family residential on west side of SR A1A where former hospital existed. Site plan submittal under review.	SSS/SPRC
13.	55 South Nova Road	Splash car wash. Two pre-application meetings held. Awaiting a submittal.	RG/SSS/SPRC
14.	Tymber Creek Apartments	New submittal. 300 Apartment units. Awaiting re-submittal.	SSS/SPRC
15.	Flagler Road storage/warehouse	Pre-application meeting for a 3-story indoor self-storage and industrial warehouse. Awaiting a submittal.	SSS/SPRC
16.	RidgeHaven	ISBA – complete Annexation – Scheduled 3/1/22 & 3/22 – CC Land Use – 3/10 - PB, 4/19 & 5/3 – CC PRD - TBD	
Permitting software			
17.	Tyler/Energov Upgrade	Starting and ongoing. On-site training and implementation occurring.	CB/LM/RG/SSS
Land Development Code amendments			
18.	Creation of I-2 zoning District along Hull Road for potential annexation of properties	On hold. No applications for annexation along Hull Road.	NE
19.	Off-Road Recreational Vehicles course	Amendment to establish accessory use standards for off road courses in the REA zoning district. Additional analysis being performed by City Attorney's Office.	SSS
20.	Waterfront setbacks	Exploring amendment to utilize viewing angles in addition to calculated average setback. Presented	RG

		discussion item to the Planning Board. Scheduled for 4/14/22 Planning Board.	
21.	Home based business tax receipts	Changes required based on state changes.	RG
Other jurisdictions			
22.	Daytona Beach western development	1. Avalon Park preliminary plat approved. 2. No submittal for Avalon Park final plat. 3. Comprehensive plan submittal for Hand Avenue parcel near Williamson – reducing infrastructure impact. 4. Meetings occurring between Avalon Park, Daytona Beach and Ormond Beach. 5. OB Life participation.	SSS
Miscellaneous			
23.	CRS 5-year Cycle Visit June 3, 2022	Floodplain requirement/audit to remain in CRS program.	BW
24.	State law changes	Implement changes based upon recent legislation. Property rights element scheduled for October Planning Board. Transmitted to VGMC and state agencies for review. Approved on 1/18/22 CC agenda. Transmitted to state agencies.	BW/SSS
25.	MacDonald House renaming recommendation of HLPB	Discussion item prepared. No City Commission date determined.	BW
26.	Easements, Flagler County	Celedine and Iris	SSS
Plats			
27.	Ormond Gateway	Plat approved. No additional action to date.	SSS
28.	Plantation Oaks, Unit 1A (Tiger Oaks)	Preliminary plat approved. Project under construction. Final plat comments provided. Awaiting re-submittal.	SSS
29.	Cupola Preliminary Plat	City Commission review on 1/18/2022. Project under construction.	SSS/SPRC

Completed

	Tattersall at Tymber Creek (former Marshside)	Denied (5-1) by Planning Board. Denied by City Commission.	SSS/SPRC
	Redistricting	Workshop held. Resolution of Intent approved 01/04/2022. Ordinance scheduled for 2/15 and 3/1 CC.	GIS/SSS



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS

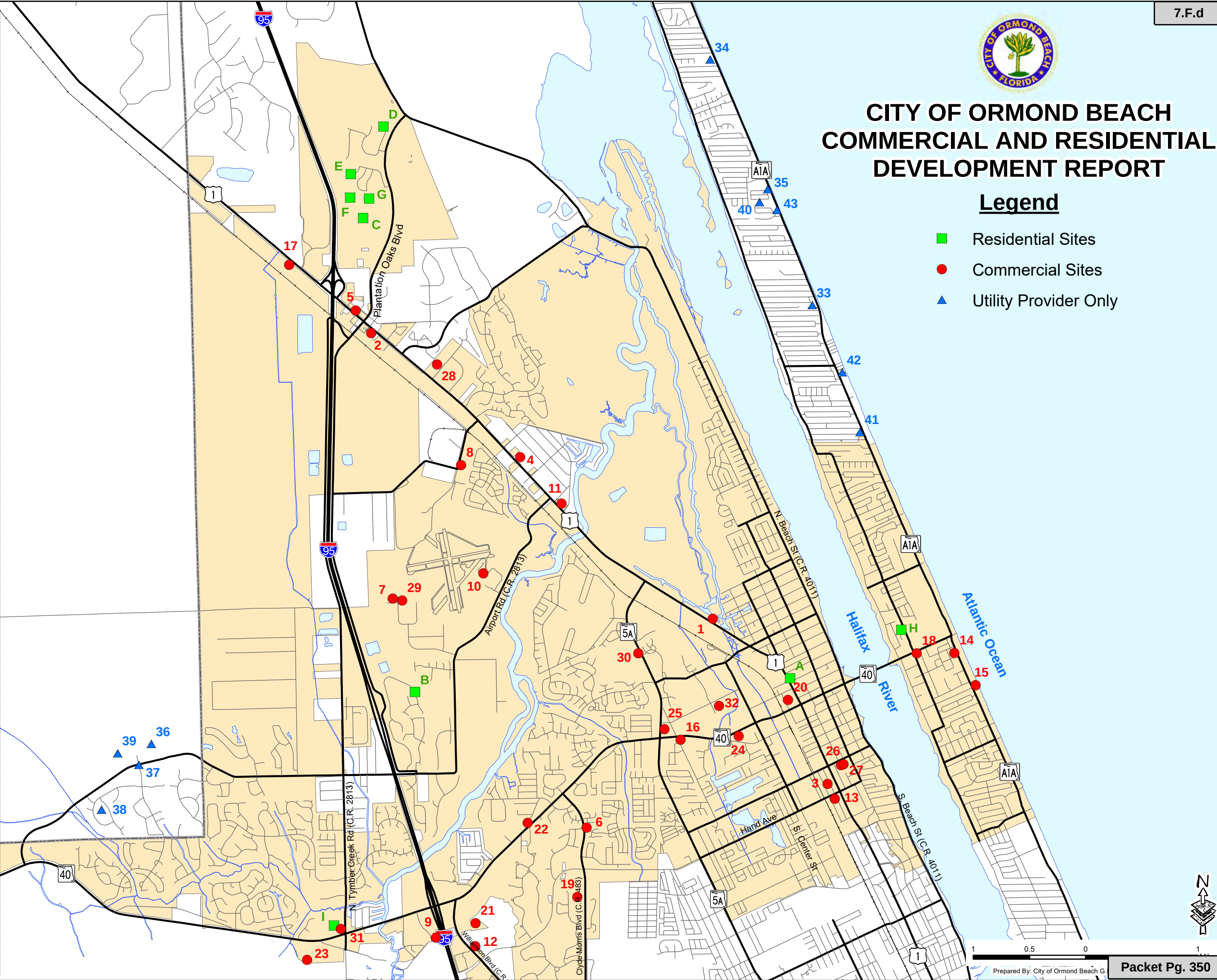
- A Courtyards at Ormond
- B Pineland Subdivision - Phase 4 & 5
- C Plantation Oaks - Major Amendment
- D Plantation Oaks - 1A/Tiger Oaks
- E Plantation Oaks - 2B
- F Plantation Oaks - 2C
- G Plantation Oaks - 2D
- H The Cupola at Oceanside
- I Tymber Creek Apartments

COMMERCIAL PROJECTS

- 1 783 North US Hwy 1 - Campana
- 2 ACE Hardware
- 3 Air One
- 4 Caldera Spas
- 5 Dunkin Donuts
- 6 Falls Guard House Modification
- 7 GPR 1
- 8 Hull Road RV and Boat Storage
- 9 Interchange Depot
- 10 KOMN Condominium Association INC
- 11 Lentz Surgical Center
- 12 Love Whole Food Expansion
- 13 McNamara Warehouse
- 14 Ocean Club Ormond Beach
- 15 Ormond Beach Holdings LLC
- 16 Ormond Central
- 17 Ormond Gateway
- 18 Ormond Memorial Art Musuem
- 19 Paradise Point ALF
- 20 Perrott Depot
- 21 Regal Center
- 22 Revella at Ormond Beach ALF
- 23 Riverbend Church School Expansion
- 24 Shoppes at Granada Pointe
- 25 Splash Car Wash
- 26 SONC Outdoor Basketball Court
- 27 SONC Gymnasium
- 28 Total Comfort
- 29 Valiant Diners Expansion - Phase 3
- 30 Volusia Memorial Expansion
- 31 Walgreens/Commerical Area Improvements
- 32 YMCA - Phase 3 Improvements/Amendment

ORMOND BEACH - UTILITY PROVIDER ONLY

- 33 101 Town and Country Lane
- 34 Beachview Cove
- 35 2284 Ocean Shore Boulevard
- 36 Celedine Subdivision (Flagler)
- 37 Force Main Extension (Flagler)
- 38 Huntington Forcemain Extension (Flagler)
- 39 Iris Subdivision (Flagler)
- 40 Ocean Village Townhomes
- 41 Surf Style
- 42 Tradera Inn Beach Club
- 43 Verona Oceanside



City of Ormond Beach Commercial Development Report, as of April 1, 2022

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	783 N US HWY 1, CAMPANA 783 N US HWY 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	ACE HARDWARE 1480 N. U.S. Highway 1 PZ# 2021-011	Construction of a two (2) story building of approximately 16,853 SF that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 SF.	11.12.20	12.07.20	02.24.21	04.01.21		Not applicable	03.11.21 Approved	04.20.21 & 05.04.21 (Approved)	05.05.21	Under Constr.		Issued 08.06.21	\$2,118,085	Issued 05.18.21	\$487,479	80%		E = Newkirk Engineering, Inc. ARC = DJ Design, Inc. O = Gross Family Properties NG, LLC
3	AIR ONE 390 Andalusia Avenue PZ# 2021-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21	06.15.21	07.07.21	08.19.21	Not applicable	Not applicable	Not applicable	09.15.21	09.15.23		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Francis Family LLC
4	CALDERA SPAS 1141 North U.S. Highway 1 PZ# 2022-007	Renovate existing building for new business and associated site improvements. No new building square footage.	11.16.21	11.30.21				Not applicable	Not applicable	Not applicable	01.25.22	Under Constr.		Issued 02.23.22	\$23,000	Issued 02.22.22	\$38,000	0%		E = Newkirk Engineering, Inc. O = CMD Realty, LLC
5	DUNKIN DONUTS 1535 North U.S. Highway 1 PZ# 2019-002	Demolition of existing gas station (1,254 SF) and construction of a Dunkin Donuts coffee shop (2,013 SF) building with drive thru and associated site improvements.	11.26.18	12.11.18	04.05.19	05.09.19		Not applicable	Not applicable	Not applicable	05.22.19 revised 06.28.21	Under Constr.		Issued 02.02.20	\$300,000	Issued 07.17.19	\$71,500	65%		E = Anderson-Dixon, LLC O = Afshari 1535 LLC
6	FALLS GUARD HOUSE MODIFICATION 1 Falls Way PZ# 2021-064	Modification of the site's access to include a resident bypass lane and gated access. No new building square footage.	04.30.21	06.02.21	7.24.21			Not applicable	Not applicable	Not applicable	08.13.21	Under Constr.		12.01.21	58,030	Not applied	Not applied			E = Zev Cohen & Associates O = Mhm communities
7	GPR 1 105 Runway Drive PZ# 2021-093	One story industrial building of 30,000 square feet on 3.35 acres within the Airport Business Park.	08.16.21	09.01.21	09.17.21			Not applicable	Not applicable	Not applicable	10.01.21 revision 12.02.21	Under Constr.		Issued 10.25.21	\$2,708,400	Issued 10.27.21	\$397,019	50%		E = Newkirk Engineering, Inc. O = GPR1 LLC E = BPF Design Inc.
8	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BMill Inc.
9	INTERCHANGE DEPOT 295 Interchange Boulevard PZ# 2021-072	Three storage facility of 111,825 square feet on a 2.94 acre parcel and associated site improvements	06.11.21	06.25.21	09.16.21			08.05.21	10.14.21 (Approved 7-0)	11.16.21 (Approved 5-0) & 12.07.21 (Approved 5-0)	12.08.21	12.08.23		Early review	Early review	Issued 03.02.22	\$711,015	5%		E = Newkirk Engineering, Inc. O = Southwest I-95, LLC APP = 295 Interchange LLC
10	KOMN CONDOMINIUM ASSOCIATION INC 85 Hangar Way PZ# 2021-014	Construction of two hangers. Lots 1 & 2 are 1.63 acres and a building of 15,720 SF. Lot 3 is 2.24 acres and a building of 23,520.	11.25.20	12.15.20				Not applicable	Not applicable	Not applicable	12.23.20	Under Constr.		Issued 09.01.21	\$983,443 & \$1,471,411	Issued 04.01.21	\$217,441.65	60%		E = Newkirk Engineering, Inc. APP = KOMN Condominium Association, Inc. O = City of Ormond Beach
11	LENTZ SURGICAL CENTER 1031 North U.S. Highway 1 PZ# 2022-012	Construction of a 10,557 square foot building and associated site improvements on 1.06 acres.	12.21.21	1.10.22	Resubmittal due by 07.10.22			Required	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Bluewater Properties, LLC ARC = Larry Robinson, P.A.
12	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	Due 04.12.22			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Love Whole Foods
13	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	\$66,177	Issued	\$2,000	5%		E = Parker Mynchenberg & Associates, Inc. O = McNamara Construction
14	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	08.08.23		Not applied	Not applied	Not applied	Not applied			E = The Performance Group O = 88 South Atlantic, LLC

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:

<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	Comment Due				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Ormond Beach Holdings, LLC
16	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.72 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recommended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Vested with demolition		Not applied	Not applied	Not applied	Not applied			O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
17	ORMOND GATEWAY 1670 North U.S. Highway 1 PZ# 2020-091	Development of a three lot commercial subdivision and associated site improvements.	09.11.20	10.06.20	12.16.20	02.01.20		Not applicable	01.14.21 Approved	2.16.21 Approved	03.01.21	03.01.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
18	ORMOND MEMORIAL ART MUSEUM 78 East Granada Boulevard PZ# 2020-008	Expansion of the existing footprint and related site improvements.	08.10.20	08.27.20	11.03.20			09.30.20	08.13.20 - Special Exception for signage	09.23.20 - Special Exception for signage	12.11.20 revision 11.22.21	Under Constr.		Issued 12.29.20	\$3,074,000	Issued 12.29.20	\$76,296	85%		E = Parker Mynchenberg & Associates, Inc. O - City of Ormond Beach ARC - BPF Design
19	PARADISE POINT ALF 350 Clyde Morris Boulevard PZ# 2021-015	87 unit Assisted Living Facility (ALF) for 100 residents. Total SF of 73,952 on a 12.05 acre parcel.	11.20.20	12.15.20	04.27.21			02.11.21	Not applicable	Not applicable	05.24.21	05.24.23		Issued 10.05.21	\$12,463,061	Issued 06.10.21	\$1,313,449	70%		E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.
20	PERROTT DEPOT 29 North Perrott Drive PZ #2021-029	Redevelopment of 1.86-acre site that has an existing 4,834 distribution/warehouse use to include 12,540 square feet of self-storage buildings.	01.12.21	02.02.21	03.19.21	05.24.21		02.17.21	Not applicable	Not applicable	06.08.21 Revision 11.09.21	Under Constr.		Issued 02.17.22	\$410,000	Issued 12.03.21	\$250,000	5%		E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
21	REGAL CENTER 215 Williamson Boulevard PZ #2022-002	Modifications to an existing 12 acre parcel to relocate a wet detention pond to rear of site for a proposed 1.31 acre outparcel fronting Williamson Boulevard.	10.24.21	11.08.21	12.27.21	Resubmittal due by 06.27.22		Not applicable	12.09.21 (Approved 6-0)	01.18.22 (Approved) & 02.01.22				Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Regal Cinemas APP = 215 Williamson Investors, LLC
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	09.28.23		Not applied	Not applied	Approved	\$2,184,284			E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	RIVERBEND CHURCH SCHOOL EXPANSION 2080 West Granada Boulevard PZ# 2022-036	Special Exception amendment for the number of students allowed at school for Riverbend Church at 2080 West Granada Boulevard, including the construction of new classrooms totaling 6,359 square feet.	03.11.22	03.27.22				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Riverbend Community Church, Inc.
24	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	12.14.21	12.14.22	Not applied	Not applied	Issued 03.11.22	\$486,082	0%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
25	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	Submittal pending					Not applicable	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
26	SONC OUTDOOR BASKETBALL COURT 176 Division Avenue PZ# 2022-036	Construction of a gymnasium of 7,429 SF over existing outdoor basketball court.	3.24.22	DUE 04.07.22				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = City of Ormond Beach
27	SONC GYMNASIUM 176 Division Avenue PZ# 2021-035	Construction of an outdoor basketball court.	11.11.20	11.24.20	01.26.21			Not applicable	Not applicable	Not applicable	02.21.21	02.21.23		Issued 01.03.22	\$1,738,905	Issued 01.03.22	\$142,110	30%		E = Zev Cohen & Associates O = City of Ormond Beach ARC = DJ Design, Inc.
28	TOTAL COMFORT 1345 North U.S. Highway 1 PZ# 2018-080	A phased development. Phase 1 is an RV and Boat facility of 150 spaces. Phase 2 is two 15,370 SF building with associated site improvements. Total site is 11.47 acres.	09.19.19	10.08.19				Not applicable	Outdoor storage 04.11.19	Outdoor Storage Approved 05.21.19	Revision 07.27.21	Under Constr.		Issued 02.01.21 & 02.03.21	RV building = \$206,609 Office = \$1,608,639	Issued 07.31.19	\$1,529,684.52	80%		E = Parker Mynchenberg & Associates, Inc. App = Cameo Solutions, LLC ARC = BPF Design, Inc.

Applications, site plans, and public hearing documents may be viewed at the Planning Department website:										http://fl-ormondbeach.civicplus.com/index.aspx?NID=247											7.F.d
		Change in project status								Project nearing completion								Projects reviewed this month			
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant	
29	VALIANT DINERS EXPASNION, PHASE 3 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	Resubmittal due by 09.09.22			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied				E = Zev Cohen & Associates O = Padwell Holdings, LLC	
30	VOLUSIA MEMORIAL EXPANSION 548 North Nova Road PZ# 2022-009	Expansion of the existing building by approximately 400 square feet and associated site improvements.	11.25.221	12.02.21				Not applicable	Not applicable	Not applicable	12.21.21	Under Constr.		Issued 12.09.21	\$107,000	Added to building permit	Added to building permit	50%		E = Newkirk Engineering, Inc. O = Volusia Memorial Funeral Home	
31	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	DUE 04.04.22				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied				E = Newkirk Engineering, Inc.	
32	YMCA, PHASE 3 IMPROVEMENTS AMENDMENT 500 Sterthaus Drive PZ# 2021-076	Removal of after school building and updating of the playground area.	06.21.21	07.25.21				Not applicable	Not applicable	Not applicable	08.26.21	08.26.23		Issued 09.02.21	\$478,888	Not applied	Not applied	70%		E = Zev Cohen and Associates, Inc. ARC = BPF Design Incorporated O = Volusia Flagler Family YMCA	
Ormond Beach is Utility Provider Only																					
33	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.	
34	BEACHVIEW COVE 2960 Oceanshore Boulevard PZ#21-045	28 lot subdivision in Volusia County. Utility connection only	08.24.21	09.06.21	10.01.21	10.29.21		Outside City	Outside City	Outside City	11.11.21	06.15.23		Not applicable	Not applicable	Not applied	Not applied			E = Alliant O = Lake Pointe Villas LLC	
35	2284 OCEAN SHORE BOULEVARD 2284 Ocean Shore Boulevard PZ-2021-045	Septic to sewer connection	03.21.21	04.05.21	05.25.21			Outside City	Outside City	Outside City	06.15.21	06.15.21		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Steven Sahai	
36	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	08.30.21	10.19.21		Outside City	Outside City	Outside City	11.22.21	11.22.23		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC	
37	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI) along Airport Road	05.12.21	06.07.21	08.30.21			Outside City	Outside City	Outside City	08.31.21	Under Constr.		Not applicable	Not applicable	Pending	Not applied	5%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC	
38	HUNTINGTON FORCE MAIN EXTENSION Huntington subdivision PZ #-19-024(A)	Force main extension within the Huntington subdivision	08.19.19	09.10.19				Outside City	Outside City	Outside City	04.29.20	Under Constr.		Not applicable	Not applicable	Approved (21-7125) 09.27.21	\$117,025	95%		E = Zev Cohen and Associates, Inc.	
39	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge)	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC	
40	OCEAN VILLAGE TOWNHOMES 90 Verona Vista Ct. PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	Under Constr.	NA	Not applicable	Not applicable	Pending	\$139,028	35%		E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine	
41	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC	
42	TRADERS INN BEACH CLUB 1355 Ocean Shore Boulevard PZ #2022-031	Connection to city sewer services, including lift station.	03.10.22	03.16.22	Due 04.13.22			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E - Mark Dowst & Associates O = Traders Inn Beach Club Association, Inc.	
43	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	Under Constr.	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	90%		O = MHK Of Volusia County E = Parker Mynchent	
Packet Pg. 353																					

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of April 1, 2022

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	COURTYARDS AT ORMOND 135 North Yonge Street PZ# 2021-079	Construct a 3 unit, 10,889 square foot retail building and a 48 unit multi family apartment complex.	06.17.21	07.09.21	Resubmital due by 04.09.22			08.15.21	Required	Required							E = Parker Mynchenberg & Associates O = CST Holdings, LLC ARC = BPF Design
B	PINELAND, PHASES 4 & 5 252 Sunset Point Drive PZ# 2015-084	Construction of 78 single family lots. Plan submitted seek to revise the original subdivision construction plans.	10.07.20	10.27.20				Completed	Approved	Approved	Approved 12.04.17 Updated 12.23.20	Under construction	Under construction	Issued 10.19.2020	\$3,590,910	100%	E = Zahn Engineering O = ForeStar
C	PLANTATION OAKS, MAJOR AMENDMENT Plantation Oaks PZ# 2021-101	Modification of existing development order to modify the age restriction for phase 3, and place single-family homes on the former golf course and middle school site. Total increase of 291 residential units to 1,868 residential units.	09.24.21	10.08.21	03.23.22			12.06.21	04.14.22	05.17.22 & 06.07.22							E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
D	PLANTATION OAKS, 1A 1395 Fountain View Street PZ# 2020-029	Development of 121 lots on 100.91 acres. Preliminary plat. Single family homes.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21	08.27.21	Under construction	Under construction	Issued 09.17.21	\$3,400,200	5%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
D	TIGER OAKS, PHASE 1A FINAL PLAT 1395 Fountain View Street PZ# 2022-017	Development of 121 lots on 100.91 acres. Final plat. Single family homes.	01.25.22	02.15.22	Resubmital due by 08.15.22			Not Required	Not Required	Required							E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
E	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Development of 125 lots on 89.16 acres. Manufactured home phase.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 03.29.2021	\$2,390,520	5%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
F	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	2%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
G	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	2%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
H	THE CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	\$548,099	20%	E - Newkirk Engineering O = Halifax 100 LLC APP = Halifax Enterprises LLC
I	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	Resubmital due by 06.27.22			Required	Required	Required							E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Planning public hearing items

City Commission items					
File Number	Item	Description	Planning Board	City Commission	City Commission
2022-15	722 South Atlantic Avenue, land use amendment	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.	02.10.2022 Approval recommended (6-0)	03.22.2022 (Approved)	04.05.2022
2022-16	215, 225, 229, and 233 Benjamin Drive Zoning Map Amendments	This is an administrative request for a zoning map amendment from the 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.	02.10.2022 Approval recommended (6-0)	03.22.2022 (Approved)	04.05.2022
NA	72 Warwick Avenue, Lien for Unsafe Building Demolition	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.	NA	04.05.2022	NA
NA	Universal Engineering Work Authorization	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.	02.10.2022 Approval recommended (6-0)	04.05.2022	NA
2022-019(A)	100 West Granada Boulevard, building signage Special Exception	This is a request submitted by HEJAHA, LLC, for a Special Exception for building signage at 100 West Granada Boulevard. The property at 100 West Granada Boulevard is being redeveloped for an ice cream parlor. Section 3-48(B) of the Land Development Code allows alternative business premise signage through a Special Exception. The Special Exception seeks to allow a 25 square foot sign that is not attached to the building and would be located on a pole located between two building walls. The subject property is located at 100 West Granada Boulevard and is zoned as B-4 (Central Business) and is within the Downtown Overlay District.	03.10.2022 Approval recommended (7-0)	04.19.2022	05.03.2022
2022-019(B)	124 West Granada Boulevard, building signage Special Exception	This is a request submitted by HEJAHA, LLC, for a Special Exception for wall signage at 124 West Granada Boulevard. The property at 124 West Granada Boulevard is being redeveloped for a BBQ restaurant. Section 3-48(B) of the Land Development Code allows alternative business premise signage through a Special Exception. The Special Exception seeks to allow a projecting sign of approximately 30.33 square foot sign on the building. The subject property is located at 124 West Granada Boulevard and is zoned as B-4 (Central Business) and is within the Downtown Overlay District.	03.10.2022 Approval recommended (7-0)	04.19.2022	05.03.2022
2022-023	Second Interlocal Service Boundary Agreement (ISBA) Small Scale Comprehensive Plan Land Use Map Amendment (Ridgehaven – 84.26 acres and Enclaves – 5.73 acres):	This is an administrative request to amend the City of Ormond Beach Comprehensive Plan’s Future Land Use Map to include the expansion of the Municipal Service Area land uses consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended. The amendments are as follows: (1) Land area owned by RidgeHaven - 84.26 acres: From existing Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR). Proposed condition to limit density: The maximum gross density shall not exceed three (3) units per acre and total units for all lands within the RidgeHaven subdivision (including the 19.19 acres to the south) shall not exceed 298 residential units. (2) Parcels within individual ownership (not owned by RidgeHaven) - 5.73 acres: From existing Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR). Proposed condition to allow same density as Volusia County: The maximum gross density shall not exceed eight (8) units per acre.	03.10.2022 Approval recommended (7-0)	04.19.2022	05.03.2022
2022-020	Ridgehaven original ISBA Small Scale Comprehensive Plan Land Use Map Amendment (Ridgehaven – 19.19 acres):	This is a request by Corey D. Brown, authorized representative on behalf of Snilloc Family LP Number One and RidgeHaven LLC, property owners, for a Small-Scale Comprehensive Plan Future Land Use Map amendment for a 19.19+ acre property located within the original Interlocal Service Boundary Area adopted in 2015. The requested land use map amendment is from City “Low Intensity Commercial” (LIC) to City “Medium Density Residential” (MDR). The maximum gross density shall not exceed 8 units per acre and total units for all lands within the RidgeHaven subdivision (including within the 84.26 acres to the north) shall not exceed 298 residential units.	03.10.2022 Approval recommended (7-0)	04.19.2022	05.03.2022
2022-024	Comprehensive Plan text amendment related to the second ISBA amendment:	This is an administrative request to consider the following amendments to the Ormond Beach Comprehensive Plan: 1.Amend policies within Objective 1.11.6, Joint Planning Areas, of the Intergovernmental Coordination Element of the Comprehensive Plan, to incorporate the land area from the adopted Second Amended Interlocal Service Boundary Agreement. 2.Amend Objective 9.1, North US1 MSA Planning, Development and Administrative Authority, of the Future Land Use Element of the Comprehensive Plan to incorporate the land area from the adopted Second Amended Interlocal Service Boundary Agreement. 3.Amend the table within Objective 9.1, North US1 MSA Planning, Development and Administrative Authority, of the Future Land Use Element of the Comprehensive Plan to establish the density and floor area ratios for the land area from the adopted Second Amended Interlocal Service Boundary Agreement. 4.Amend Figure 11, North US 1 Municipal Service Area Map of the Future Land Use Element of the Comprehensive Plan to include the land area from the adopted Second Amended Interlocal Service Boundary Agreement.	03.10.2022 Approval recommended (7-0)	04.19.2022	05.03.2022
Note: City Commission items are based upon the best information available as of March 31, 2022 and are subject to change. City Commission agendas are available at: https://ormondbeach.igmm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - April 6, 2022		
2022-30	325 South Atlantic Avenue, side yard variances to construct new home	This is a variance request by Larry and Terri Weiner, property owners of 325 South Atlantic Avenue. The property located at 325 South Atlantic Avenue is zoned as R-2 (Single-Family Low Density). Section 2-13.B.9.c.,of the Land Development Code, requires a total combined side yard setback of 20' with a minimum of 8' on one side. The applicant seeks to construct a new single-family residence and garage. The proposed plan shall require two (3) variances to the side yard setbacks as described below: (1)A setback of 7' from the required 8' north side yard setback for a requested variance of 1' from the north side property line; and (2)A setback of 7.96' from the required 12' south side yard setback for a requested variance of 4.04' from the south side property line; and (3)A combined side yard setback of 14.96', where a 20' total combined side yard is required, for a variance of 5.04'.
2022-34	128 South Halifax Drive, driveway variance	This is a request for a driveway setback variance from Elizabeth White property owner of 128 South Halifax Drive to construct a paver driveway within the 3' driveway setback requirement. Section 3-25(c)(6) of the Land Development Code requires "for single-family residential zoning districts, no paved driveway shall be closer than three feet (3') to any property line". The variance request seeks to allow a paver driveway with a 0' setback for a distance of approximately 83.74 linear feet, requiring a variance of 3' to the required 3' driveway setback standard.
2022-037	Land Development Code (LDC) Amendment – Additional Front and Waterbody Yard Setbacks	Discussion item. This is an administrative request to amend front and waterfront yard setbacks of Chapter 2, District And General Regulations, Article II, District Regulations, Sections 2-09, REA, Rural Estate Agricultural Zoning District; 2-10 RR, Rural Residential Zoning District; 2-12, R-1, Residential Estate Zoning District; 2-13, R-2, Single Family Low Density Zoning District; 2-19, R-6, Multifamily Medium High Density Zoning District; Section 2-40, Exceptions and Supplemental Standards to provide consistency of language between zoning districts, clarification for existing criteria and new review criteria under the Waterbody setbacks that will protect the view corridor of abutting properties along the Tomoka and Halifax River and reduce the necessity for most variances.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - April 14, 2022		
File Number	Item	Description
2021-101	Plantation Oaks Subdivision Planned Residential Development Amendment	This is a request from Parker Mynchenberg, P.E., R.L.A., Manager of Plantation Oaks of Ormond Beach LLC for a Planned Residential Development (PRD) amendment to add 291 single-family homes within the Plantation Oaks development, approved for 1,577 residential units, on land previously identified for a public-school site (53.41 acres) and a golf course (145.68 acres). The amendments propose the following: 1.Phase 1: Convert a portion of the 145.68-acre golf course within Phase 1 to add 80 non-age restricted, fee simple lots. This phase was approved for 669 single-family lots and the amendment seeks to allow 749 lots. This phase is a private community with private streets maintained by the Homeowners Association (HOA). 2.Phase 2: No changes proposed. Phase 2 allows 427 age-restricted manufactured homes on leased lots. This phase is a private community with private streets maintained by the HOA. 3.Phase 3: Lift age restriction, prohibit manufactured homes, and convert phase 3 portion of 145.68-acre golf course to add 86 non-age restricted, fee simple lots. This phase was approved for 481 single-family lots and the amendment seeks to allow 567 lots. This phase is a private community with private streets maintained by the HOA. 4.Phase 4: Land identified as public-school site of 53.41 acres to be converted to 125 fee simple lots, with no manufactured housing. There has been a determination that the site is no longer needed for a public-school site. This phase proposes public streets. 5.Remove a tract of land of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development. The property is generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1. The property is approximately 1,049.34 acres and currently zoned as Planned Residential Development.
2022-037	Land Development Code (LDC) Amendment – Additional Front and Waterbody Yard Setbacks	This is an administrative request to amend front and waterfront yard setbacks of Chapter 2, District And General Regulations, Article II, District Regulations, Sections 2-09, REA, Rural Estate Agricultural Zoning District; 2-10 RR, Rural Residential Zoning District; 2-12, R-1, Residential Estate Zoning District; 2-13, R-2, Single Family Low Density Zoning District; 2-19, R-6, Multifamily Medium High Density Zoning District; Section 2-40, Exceptions and Supplemental Standards to provide consistency of language between zoning districts, clarification for existing criteria and new review criteria under the Waterbody setbacks that will protect the view corridor of abutting properties along the Tomoka and Halifax River and reduce the necessity for most variances.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



Monthly Financial Status Report February 2022

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 41.66% benchmark is favorable, while expenses at or below the 41.66% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	37,753,928	19,650,458	52%	14,759,989	39%
104 - Community Redevelopment	2,129,601	1,028,670	48%	78,852	4%
106 - Ormond Crossing	255,461	194,762	76%	-	0%
107 - Stormwater	2,531,000	1,067,157	42%	779,993	31%
108 - Airport	2,657,240	78,948	3%	153,751	6%
109 - Local Law Enforcement Trust Fund	65,800	58,738	0%	53,599	0%
115 - Recreation Facility Fee	41,600	28,213	68%	2,124	5%
205 - Financing Debt Service	730,798	304,505	42%	231,691	32%
210 - Debt Service GOB 2003	114,934	105,189	92%	2,867	2%
211 - Debt Service 2005 CIP Note	157,000	65,415	42%	8,305	5%
220 - Debt Service GOB 2010	352,747	322,792	92%	48,033	14%
301 - General Capital Improvement	534,075	386,922	72%	292,869	55%
302 - General Equipment & Vehicle	421,363	215,297	51%	74,565	18%
305 - Public Safety Vehicle & Equip	2,148,225	1,205,396	56%	965,718	45%
308 - Transportation	2,835,677	772,423	27%	634,475	22%
310 - Recreation Impact Fee	125,000	92,070	74%	9,657	8%
316 - Local Roads Impact Fee	60,000	23,925	40%	9,657	16%
317 - Facilities Renewal & Replacement	693,000	484,548	70%	216,328	31%
318 - Stormwater Impact Fee	25,000	19,831	79%	9,657	39%
401 - Water/Wastewater Operating Fund	21,810,055	8,438,386	39%	8,289,821	38%
408 - Water/Wastewater E&V Fund	200,000	83,567	42%	99,880	50%
409 - Water/Wastewater Capital	7,627,865	1,132,524	15%	1,282,694	17%
414 - Water/Wastewater Consolidated Debt	5,228,000	2,178,335	42%	753,746	14%
434 - Water Impact Fee	520,000	407,230	78%	91,693	18%
435 - Wastewater Impact Fee	400,000	339,086	85%	104,923	26%
460 - Solid Waste	9,444,232	4,110,208	44%	4,105,445	43%
502 - Workers Compensation	801,612	343,480	43%	350,830	44%
504 - General Liability	1,260,253	617,301	49%	1,161,809	92%
Total	\$ 100,924,466	\$ 43,755,376	43%	\$ 34,572,970	34%

**Financial Status Report:
February 2022**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$13.3 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.9128). Actuals to date are \$12.1 million or 91.1% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$1.4 million.

Communication Taxes – Communication service taxes through February 2022 are \$413,786. Payments are received in arrears with the first payment typically occurring in January 2022.

Business Tax –Business tax collections amounted to \$49,474 through February 2022. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through February 2022 are \$1.3 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through February 2022, the City received a total of \$1.5 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$301,532 in this category through February of this fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$16,846.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$756,146.

Transfers In –Transfers have been recorded in the amount of \$1,945,705.

Financial Status Report: February 2022

General Fund Revenues - February 2022

	Final	YTD	\$	% of	YTD	\$	%
	Budget	FY 2021-22	Variance	Budget	FY 2020-21	Variance	Variance
Property Tax	\$ 13,280,820	\$ 12,105,311	\$ 1,175,509	91.1%	\$ 11,664,603	\$ 440,708	3.78%
Utility Taxes	4,243,000	1,382,258	2,860,742	32.6%	1,455,606	(73,348)	-5.04%
Communication Tax							
Receipts	1,590,000	413,786	1,176,214	26.0%	397,221	16,565	4.17%
Business Tax	284,500	49,474	235,026	17.4%	42,848	6,626	15.46%
Licenses, Permits & Fees	4,217,350	1,131,617	3,085,733	26.8%	983,038	148,579	15.11%
Intergovernmental	4,083,300	1,547,782	2,535,518	37.9%	1,350,263	197,519	14.63%
Charges for Services	773,800	301,532	472,268	39.0%	277,542	23,990	8.64%
Fines & Forfeitures	73,000	16,846	56,154	23.1%	18,616	(1,771)	-9.51%
Miscellaneous Revenues	2,899,771	756,146	2,143,625	26.1%	525,887	230,259	43.78%
Transfers In	4,669,680	1,945,705	2,723,975	41.7%	1,861,550	84,155	4.52%
Use of Fund Balance	1,638,707	-	1,638,707	0.0%	-	-	0.00%
	\$ 37,753,928	\$ 19,650,457	\$ 18,103,471	52.0%	\$ 18,577,176	\$ 1,073,282	5.78%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting. General Fund reserve balance is 19.16% as of February 2022.

Purpose	Amount	CC Meeting Date	Approval Process
Ormond Beach Memorial Art Museum			
Service Agreement increase	\$ 24,320	10/5/2021	Resolution 2021-159
Performing Art Center ECHO Match	\$ 600,000	10/5/2021	Commission Comments
Dr. Mary McLeod Bethune Statuary Fund	\$ 20,000	10/19/2021	Commission Comments
Mid-Contract Wage Adjustment	\$ 768,000	1/18/2022	Resolution 2022-15

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$24.26 million of the General Fund gross budget. Expenditures through February 2022 were \$10 million or 41.3% of the budget amount.

Operating Expenditures - This category includes \$10.3 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through February 2022, \$3.5 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$173,235 which includes \$81,707 of economic development incentives. Of note the \$81,707 includes entities such as; Security First, Concentrated Aloe and Future Foods. \$27,832 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.8 million with \$1.2 million made through February 2022.

Financial Status Report: February 2022

General Fund Expenditures - February 2022

	Final	YTD	\$	% of	YTD	\$	%
	Budget	FY 2021-22	Variance	Budget	FY 2020-21	Variance	Variance
City Commission	\$ 394,168	\$ 134,935	\$ 259,233	34.2%	\$ 146,309	\$ (11,374)	-7.77%
City Administration	658,142	271,524	386,618	41.3%	273,992	(2,468)	-0.90%
Support Services	380,870	186,415	194,455	48.9%	161,050	25,365	15.75%
City Attorney	805,651	341,173	464,478	42.3%	331,171	10,002	3.02%
Legislation & Policy	2,238,831	934,047	1,304,784	41.7%	912,522	21,525	2.36%
Finance	1,007,418	397,773	609,645	39.5%	402,832	(5,059)	-1.26%
Information Technology	1,029,282	336,197	693,085	32.7%	338,213	(2,016)	-0.60%
Human Resources	465,061	175,089	289,972	37.6%	166,708	8,381	5.03%
Planning	669,253	270,329	398,924	40.4%	265,735	4,595	1.73%
Building Inspections	1,078,444	413,292	665,152	38.3%	443,539	(30,247)	-6.82%
Police Administration	947,704	319,814	627,890	33.7%	299,569	20,245	6.76%
Police Operations	6,093,571	2,408,413	3,685,158	39.5%	2,485,829	(77,416)	-3.11%
Community Outreach	523,971	204,888	319,083	39.1%	176,177	28,711	16.30%
Criminal Investigations	1,378,597	492,596	886,001	35.7%	545,005	(52,409)	-9.62%
Community Services	380,455	152,110	228,345	40.0%	142,575	9,534	6.69%
Records	172,361	69,036	103,325	40.1%	51,059	17,977	35.21%
Neighborhood Impr.	430,544	165,536	265,008	38.4%	151,231	14,305	9.46%
Police	9,927,203	3,812,392	6,114,811	38.4%	3,851,445	(39,053)	-1.01%
Fire	6,245,373	2,816,503	3,428,870	45.1%	2,780,315	36,187	1.30%
Streets	2,227,185	835,866	1,391,319	37.5%	830,786	5,080	0.61%
Engineering	1,088,022	423,951	664,071	39.0%	404,949	19,003	4.69%
Fleet	1,380,289	646,812	733,477	46.9%	500,999	145,813	29.10%
Public Works	4,695,496	1,906,629	2,788,867	40.6%	1,736,734	169,895	9.78%
Economic Development	382,023	157,056	224,967	41.1%	126,570	30,486	24.09%
Building Maintenance	826,057	329,334	496,723	39.9%	313,938	15,396	4.90%
Administration	731,473	300,115	431,358	41.0%	280,862	19,254	6.86%
Nova Recreation	321,410	115,089	206,321	35.8%	110,118	4,971	4.51%
S. Ormond Neigh. Center	278,969	85,456	193,513	30.6%	93,900	(8,444)	-8.99%
Athletic Fields Mnt.	1,464,924	446,800	1,018,124	30.5%	536,239	(89,439)	-16.68%
Parks	2,326,992	665,338	1,661,654	28.6%	738,407	(73,069)	-9.90%
Environmental Learning	155,789	48,629	107,160	31.2%	50,583	(1,954)	-3.86%
The Casements	267,669	107,359	160,310	40.1%	113,392	(6,033)	-5.32%
Performing Arts Center	273,166	114,378	158,788	41.9%	87,098	27,280	31.32%
Senior Center	97,399	22,429	74,970	23.0%	24,390	(1,961)	-8.04%
Community Events	206,649	65,696	140,953	31.8%	58,406	7,290	12.48%
Leisure Services	6,950,497	2,300,624	4,649,873	33.1%	2,407,333	(106,709)	-4.43%
Grants & Aid*	91,528	47,832	43,696	52.3%	48,224	(392)	-0.81%
Transfers	2,861,337	1,192,225	1,669,112	41.7%	544,575	647,650	118.93%
Vacancy Savings/Contingency	112,182	-	112,182	0.0%	-	-	0.00%
	\$ 37,753,928	\$ 14,759,987	\$ 22,993,941	39.1%	\$ 14,024,743	\$ 735,244	5.24%

*Does not include Economic Development Incentives

*Does not include Gymnastics Expenses from FY 2020-2021

Financial Status Report:
February 2022

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686 with \$810,205 collected year to date. The City's budgeted contribution is \$524,246.

Expenditures – A total of \$78,853 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - February 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	810,205	(91,519)	112.7%	878,096	(67,891)	-7.7%
Miscellaneous	1,500	30	1,470	2.0%	125	(95)	-76.0%
Transfers In	524,246	218,435	305,811	41.7%	190,215	28,220	14.8%
Use of Fund Balance	885,169	-	885,169	0.0%	-	-	0.0%
	\$ 2,129,601	\$ 1,028,670	\$ 1,100,931	48.3%	\$ 1,068,436	\$ (39,766)	-3.72%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Planning	\$ 85,000	\$ 32,850	\$ 52,150	38.6%	\$ 30,350	\$ 2,500	8.2%
Public Works	1,711,501	228	1,711,273	0.0%	407	(179)	-44.0%
Grants	100,000	-	100,000	0.0%	-	-	0.0%
Leisure Services	233,100	45,775	187,325	19.6%	122,689	(76,914)	-62.7%
Contingency	-	-	-	0.0%	-	-	0.0%
	\$ 2,129,601	\$ 78,853	\$ 2,050,748	3.7%	\$ 153,446	\$ (74,593)	-48.61%

Financial Status Report: February 2022

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$1,067,068 received through February 2022.

Expenditures – The budget for stormwater maintenance is \$2.5 million with \$471,275 spent to date. Transfers of \$82,210 have also been made year to date.

Stormwater Fund Revenues - February 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,067,068	1,457,932	42.3%	1,064,055	3,013	0.28%
Miscellaneous	6,000	89	5,911	1.5%	341	(252)	-73.93%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 1,067,157</u>	<u>\$ 1,463,843</u>	<u>42.2%</u>	<u>\$ 1,064,396</u>	<u>\$ 2,761</u>	<u>0.26%</u>

Stormwater Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Maintenance	1,932,571	471,275	1,461,296	24.4%	717,663	(246,388)	-34.33%
Engineering Support	\$ 71,995	\$ -	\$ 71,995	0.0%	\$ -	\$ -	0.00%
Transfers Out	197,307	82,210	115,097	41.7%	88,370	(6,160)	-6.97%
Contingency	329,127	-	329,127	0.0%	-	-	0.00%
	<u>\$ 2,531,000</u>	<u>\$ 553,485</u>	<u>\$ 1,977,515</u>	<u>21.9%</u>	<u>\$ 806,033</u>	<u>\$ (252,548)</u>	<u>-31.33%</u>

Financial Status Report: February 2022

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.4 million with \$8.3 million collected year to date. The budget also includes \$350,055 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$11.12 million with \$3.9 million expended to date. The budget also includes \$10.6 million in transfers of which \$4.4 million have been made through February 2022.

Water/Wastewater Fund Revenues - February 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,455,000	\$ 8,290,291	\$ 12,164,709	40.5%	\$ 8,275,853	\$ 14,439	0.17%
Miscellaneous	55,000	2,240	52,760	4.1%	5,184	(2,944)	-56.79%
Transfers In	350,055	145,855	204,200	41.7%	179,135	(33,280)	-18.58%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	950,000	-	950,000	0.0%	-	-	0.00%
	<u>\$ 21,810,055</u>	<u>\$ 8,438,386</u>	<u>\$ 13,371,669</u>	<u>38.7%</u>	<u>\$ 8,460,171</u>	<u>\$ (21,785)</u>	<u>-0.26%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Utility Billing	\$ 2,340,003	\$ 566,439	\$ 1,773,564	24.2%	\$ 854,388	\$ (287,949)	-33.70%
Water Production	3,455,063	1,164,458	2,290,605	33.7%	1,233,724	(69,266)	-5.61%
Water Distribution	1,147,329	517,016	630,313	45.1%	496,804	20,212	4.07%
Wastewater Treatment	2,893,201	1,105,467	1,787,734	38.2%	1,201,388	(95,921)	-7.98%
Wastewater Collection	1,283,155	523,621	759,534	40.8%	608,861	(85,240)	-14.00%
Transfers Out	10,590,758	4,412,820	6,177,938	41.7%	5,265,555	(852,735)	-16.19%
Contingency	100,546	-	100,546	0.0%	-	-	0.00%
	<u>\$ 21,810,055</u>	<u>\$ 8,289,821</u>	<u>\$ 13,520,234</u>	<u>38.0%</u>	<u>\$ 9,660,720</u>	<u>\$ (1,370,899)</u>	<u>-14.19%</u>

Financial Status Report: February 2022

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$661,795 in franchise fees and \$3.4 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$4.1 million.

Solid Waste Fund Revenues - February 2022

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 661,795	\$ 838,205	44.1%	\$ 646,397	\$ 15,398	2.38%
User Fees	7,940,000	3,448,349	\$ 4,491,651	43.4%	3,188,750	259,599	8.14%
Miscellaneous	1,000	64	\$ 936	6.4%	53,751	(53,687)	-99.88%
Intergovernmental	-	-		0.0%	41,422		0.00%
Use of Fund Balance	3,232	-	\$ 3,232	0.0%	-	-	0.00%
	\$ 9,444,232	\$ 4,110,208	\$ 5,334,024	43.5%	\$ 3,930,321	\$ 221,309	5.63%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2021-22	\$ Variance	% of Budget	YTD FY 2020-21	\$ Variance	% Variance
Collection & Disposal	\$ 7,068,712	\$ 3,114,111	\$ 3,954,601	44.1%	\$ 2,855,160	\$ 258,951	9.07%
Recycling	1,096,778	458,525	638,253	41.8%	472,383	(13,858)	-2.93%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,278,742	532,810	745,932	41.7%	522,985	9,825	1.88%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 9,444,232	\$ 4,105,446	\$ 5,338,786	43.5%	\$ 3,850,529	\$ 254,917	6.62%



March 2022

Ormond Beach February Employment

19,331

This is up 6.8% from last year

Ormond Beach Unemployment Rate

2.9%

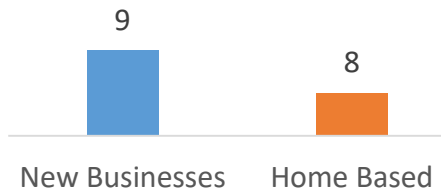
Total Permits Issued March

575

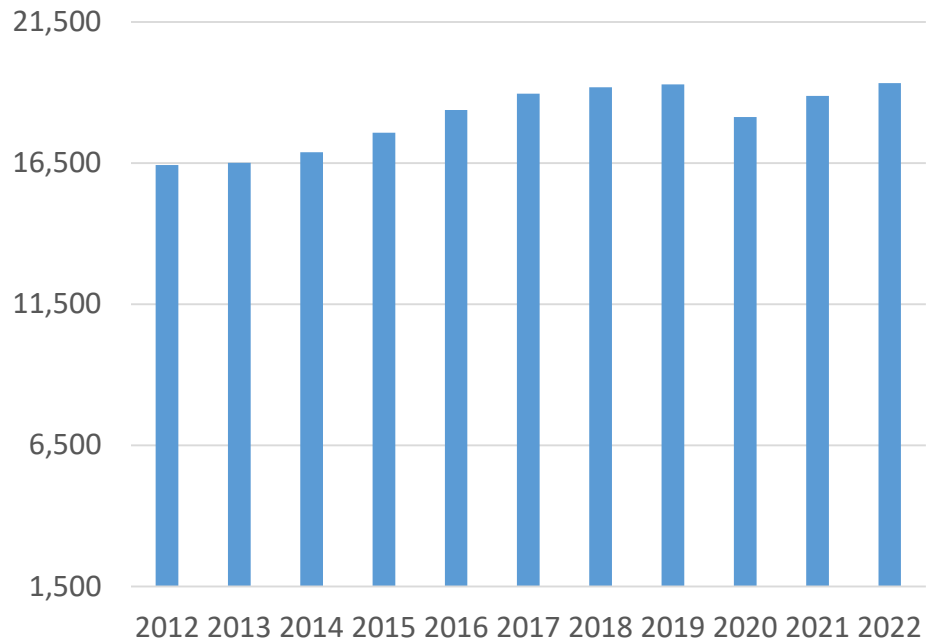
Permit Valuation for March

\$13.6m

Total OB Business Tax Receipts in March



Ormond Beach Employment Trend



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,599,881	5.7%	\$19.94	5.5%
Industrial	2,895,678	6.1%	\$9.17	6.0%
Retail	4,091,291	3.1%	\$16.91	3.9%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



March, 2022

Notes and Updates:

- **Employment for February** was 19,331 up 5% from the same time last year. Employment is up since January. The unemployment rate is 2.9% which is down from 4.5% this time last year. In 2021, at year end, employment was up 4.7% over the year 2020 with an average annual employment of 18,879. The past year was one of recovery as the labor force rehired and even expanded to meet increase customer and consumer demand. The first two months into 2022 employment is up 2.4% from the previous year average. It is anticipated that the labor market will continue to improve. The market remains competitive and employers continue to have challenges hiring throughout the region, state and across the nation. Additional headwinds, including inflation, international conflict, and interruptions to the supply chain interruptions may also impact the trends to the economy.
- **Permits and Business Tax Receipt** data for 2022 are trending positive. Total Permits issued through March 2022 is 1,615 with an associated construction value of \$42.7 million. Business Tax Receipts to new commercial businesses in Ormond Beach to March this year is 29 with 28 for Home Based Businesses.
- **The Economic Development Department** encourages the business community and entrepreneurs to leverage SizeUp Ormond Beach. The software allows small businesses with market research to: Rank their business performance compared to industry competitors; Discover potential customers, suppliers, and better understand your competitive landscape; Optimize advertising to target ideal customer segments. It can be accessed at the following link: <https://sizeup.info/ormondbeach>
- **Ormond Beach Kauffman FastTrac** Spring session is underway. This 10-week program is being held virtually providing entrepreneurs an opportunity to grow their idea into a business plan. The program is offered in partnership with Volusia/Flagler SCORE Chapter #87 and is facilitated by certified business coaches. Learn more here: [Kauffman FastTrac | City of Ormond Beach, FL - Official Website](https://www.kauffmanfasttrac.com/city-of-ormond-beach-fl)
- **Doing Business In Ormond Beach** is available. The magazine serves as a reference for entrepreneurs and business owners to navigate the process of starting and expanding a business in Ormond Beach. Hard copies are available by request and digital e-book is available on the following website: <https://www.ormondbeach.org/918/Doing-Business-in-Ormond-Beach>.

Thank you,
Brian Rademacher
Economic Development Director

Hamsher, Terri

From: Victoria Fahlberg <VictoriaFahlberg@firststepshelter.org>
Sent: Tuesday, March 8, 2022 6:01 PM
Subject: monthly update

[External Email-Use Caution] - OB/IT Helpdesk

Good Evening,

Hope you all are well. Construction is in full swing at the shelter, and it's great to see it moving along! Below you'll find our numbers for February. Please let me know if you have any questions. Victoria

Shelter Intakes	2020	2021	Jan.	Feb	Total
			2022		
DBPD	54	65	5	1	125
OBPD	2	2	0	1	5
POPD	0	2	0	0	2
DBSPD	0	0	0	0	0
SDPD	1	2	0	0	3
PIPD	0	0	0	0	0
HHPD	2	1	0	0	3
Volusia County	3	3	2	0	8
Total Law Enforcement	62	75	7	2	146
Total Hospitals	38	20	2	4	64
Total SS and Worship	55	145	14	14	228
	155	240	23	20	418

Services Received	2020	2021	Jan.	Feb	Total
			2022		
SSI/SSDI	52	92	13	8	165
Employment	57	48	3	3	111
Total with Income	109	140	16	11	276
Food Stamps	80	120	7	11	218
Birth Certificates	61	19	0	0	80
Medicare	23	54	7	3	87
Medicaid	44	65	10	9	128
Other insurance	8	17	3	0	28
Total Insurance	75	136	20	12	243
Housing	65	101	16	16	198
Rapid Rehousing	1	20	0	2	23

Health Concerns	2021	Jan.	Feb	Total
		2022		
Drug Problem	93	5	6	104
Alcohol Problem	76	4	6	86
Hypertension	51	5	9	65
COPD	28	6	4	38
Asthma	32	6	3	41

Diabetes	19	4	1	24
Other Medical Problem	118	12	15	145
Total Medical Problem	354	33	32	419
Psychotropic Medication	131	13	12	156
Psychotropic & Medical	136	8	9	153

Average length of stay 64.99 64.89

	23- Nov 31-Dec	2021	Jan. 2022	Feb	Total
Safe Zone Referrals					
DBPD	23	2469	11	5	2508
OBPD	0	20	3	0	23
POPD	0	25	0	1	26
DBSPD	0	20	2	0	22
SDPD	0	8	0	0	8
Halifax/Social Service*	0	1	3	10	14
HHPD	7	19	3	1	30
Volusia County	1	18	3	0	22
Total LE/ SS	31	2580	25	17	2653
Daily Average	8	7	1	<1	

Victoria Fahlberg, PhD, MPH
Executive Director
First Step Shelter Inc.
3889 W. International Speedway Blvd.
Daytona Beach, Fl. 32124
386-361-3800 Ext: 201



You're receiving this message because you're a member of the Weekly updates group from First Step Shelter. To take part in this conversation, reply all to this message.

[View group files](#) | [Leave group](#) | [Learn more about Microsoft 365 Groups](#)



City Commission Workshop Schedule

Updated April 8, 2022

Updated Workshop Schedule: All dates/topics are tentative and subject to change. Some may be presented as discussion items on the regular Commission Agenda.

<u>Date</u>	<u>Topic</u>
January 4, 2022	Shade Meeting – Collective Bargaining Issues
February 15, 2022	Cassen Park
March 22, 2022	Parks & Recreation Master Plan Update-Final Draft
April 19, 2022	Shade Meeting

FUTURE WORKSHOPS:

May 3, 2022	Impact Fee Study (tentative)
May 10, 2022	OB Life – Airport Focus (new)
May 17, 2022	Reclaimed Water
June 7, 2022	Capital Improvements Program and Draft Budget
July 19, 2022	Operating Budget



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 19, 2022

Subject: N. US 1 Second Amended Future Land Use Map Amendment-Small Scale

Commission Goal: Governance - Other

Introduction

This is an administrative request to amend the City of Ormond Beach Comprehensive Plan's Future Land Use Map to include the expansion of the Municipal Service Area land uses consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended.

Background

The City Commission adopted the original North US 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original ISBA established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North US 1 area.

The first amendment to the North US 1 ISBA was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North US 1 ISBA. The Volusia County Council subsequently adopted the agreement on September 17, 2019.

The second amendment to the North US 1 ISBA was approved to add the land associated with the RidgeHaven area and the 8 individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. On December 7, 2021, the City Commission adopted the second amendment to the North US 1 ISBA. The Volusia County Council subsequently adopted the agreement on February 15, 2022. During the County Council presentation and discussion, the RidgeHaven representative and City staff committed to establishing a limitation of 298 dwelling units for the entire

RidgeHaven proposed subdivision. The Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The RidgeHaven area includes the 84.26 acres and the 19.19 acres adjacent south. The land use amendment for the 19.19 acres is being processed separately as an applicant-initiated item and a companion to this amendment. The RidgeHaven land area was annexed on March 22, 2022.

Since the ISBA has been adopted, the City must amend the unincorporated property in the MSA from the existing County land uses to the City of Ormond Beach designations. The amendments to the Future Land Use Map are being processed as a small-scale amendment per Florida Statute section 171.204 and section 163.3171 which reads, “An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small-scale amendment”. Until the land use plan amendment process is completed, Volusia County’s comprehensive plan, zoning and land development regulations apply to the expanded properties of the MSA subject to the Second Amended ISBA.

Comprehensive Plan Land Use Map Amendment:

The Comprehensive Plan land use map amendment proposes the following actions:

Land area owned by RidgeHaven: 84.26 acres from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR). Proposed condition to limit density offered by the property owner for a maximum gross density not to exceed three (3) units per acre and total units for all lands within the RidgeHaven subdivision including the 19.19-acre land area shall not exceed 298 residential units.

Parcels within individual ownership (not owned by RidgeHaven): 5.73 acres from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR). Proposed condition to allow same density as Volusia County with a maximum gross density not to exceed eight (8) units per acre.

The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity. The Comprehensive Plan land use map amendment from Volusia County land use to City land use designations will result in a reduction of existing Volusia County residential and non-residential entitlements. Any proposed future development for the RidgeHaven subdivision will require a neighborhood meeting and additional public hearings before the Planning Board and City Commission.

Next steps after the Future Land Use amendment approval will include the subdivision plat, neighborhood meeting, right-of-way vacation, zoning map amendment, construction plans, and final platting. All of the dates of these actions are “to be determined”.

Discussion

The Planning Board reviewed the requested Comprehensive Plan amendments on March 10, 2022, and unanimously recommended approval (7-0). There were members of the public present that expressed concerns regarding the preservation of trees, and not reflecting previous agreements with the County including a 150' wildlife corridor along Pine Run subdivision boundary and certain aesthetics of the community such as landscaping instead of walls but expressed no objections to the Comprehensive Plan amendment request. It was agreed that staff would meet with the citizens to further discuss their concerns.

The Municipal Service Area and the proposed Future Land Use Map amendments were reviewed pursuant to the requirements of Chapter 171, Part II, *Florida Statutes*; the adopted Interlocal Service Boundary Agreement (ISBA), between the City of Ormond Beach and the County of Volusia; and in accordance with the City's Comprehensive Plan. A detailed analysis is included in the attached Staff Report submitted to the Planning Board on March 10, 2022. Based on the limitations, the proposed land uses will decrease the maximum number of residential units by 422. There is also a condition that the RidgeHaven subdivision cannot exceed 298 residential units within this land area of 84.26 and the other RidgeHaven land area of 19.19 acres. The non-residential entitlements are decreased by 1,151,029 square feet. As demonstrated in the Planning Board staff report analysis, all infrastructure impacts will be substantially decreased with the proposed land use amendment.

Budget Impact

There is no City budget impact due to the requested land use amendment.

Citizen Impact

The purpose of the Interlocal Service Boundary Agreement is to allow Ormond Beach to apply its land use and zoning regulations in an effort to redevelop the North U.S. 1 into a gateway corridor to the city and Volusia County. Under the theoretical maximum development scenario from existing County Land Use to City Land Use designations, there will be a decrease in the maximum number of residential units by 422. There is also a condition that the RidgeHaven proposed subdivision cannot exceed 298 residential units within this land area of 84.26 and the other RidgeHaven land area of 19.19 acres. The non-residential entitlements will be decreased by about 1,151,029 square feet. The number of potential trips on North US Highway 1 and water and sewer usage will theoretically be reduced with the proposed City Future Land Use Map changes and policy limitations.

The planning process will require a neighborhood meeting and public hearings on any site development. The land use amendment establishes the framework for future development.

Recommendation

It is recommended that the City Commission approve the proposed Comprehensive Plan amendments to the Future Land Use Map to implement the terms of the Second Amended N. US 1 Interlocal Service Boundary Agreement. The Planning Board recommended approval with a 7-0 vote.

Attachments:

- 22 -11 N US 1 2nd Amended ISBA - FLUM Amendment (P22-0047G)(PDF)
- Exhibit A Map 1 ISBA and Municipal Boundaries (PDF)
- Exhibit A, Map 2 (PDF)
- Exhibit A, Map 3 (PDF)
- Exhibit B, FLU Map (PDF)
- Exhibit C Sketch and Legal for RidgeHaven 84.26ac (PDF)
- Exhibit D Sketch and Legal RidgeHaven 19.19ac(PDF)
- Exhibit E - EXECUTED 2ND AMENDED ISBA (PDF)
- 03.10.22 ISBA FLUM Amendment PB Report Small Scale pkg (PDF)
- 3.10.22 Partial Planning Board Minutes (PDF)
- 22-XXXOA - N US HWY 1 - ISBA - FLUM 2ND AMND SS (DOCX)
- 05.03.2022 2nd ISBA amend FLUM CC NJ Legal Ad to run 04.22.22 (DOCX)
- March 10, 2022 Planning Board Minutes (TXT)
- 04.19.2022, 2nd ISBA amendment FLU PPT (PPTX)

REVIEWED BY:


Kelly McGuire, Finance Director 4/5/2022


Claire Whitley, Assistant City Manager 4/13/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2022

ORDINANCE NO. 2022-11

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO INCORPORATE THE PROVISIONS OF THE SECOND AMENDED NORTH US HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING TRANSMITTAL; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida) for the North US Highway 1 area depicted in Exhibit "A" Map 1 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A" Map 2 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978 of the Public Records of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A"

Map 3 attached hereto, and incorporated herein by reference (a copy of the Second Amended ISBA is attached hereto and incorporated herein as Exhibit “E”); and

WHEREAS, in accordance with the ISBA and section 171.203(9), *Florida Statutes*, the *Comprehensive Plan’s* Future Land Use Map designation of real property is proposed to be changed (1) for 84.26± acres, known as the RidgeHaven property, from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR) and (2) for 5.73± acres from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR) as depicted in Exhibit “B” Future Land Use Map attached hereto and incorporated herein by reference; and

WHEREAS, the RidgeHaven proposed subdivision is the entire land area as legally described in Exhibit “C” and Exhibit “D” (“Ridgehaven proposed subdivision”), and

WHEREAS, the property owners of the 84.26± acres, known as the RidgeHaven property, have knowingly, voluntarily and with sound mind, and without coercion or exaction by the City consented to subject the 84.26± acres to a density restriction of three (3) units per gross acre, and have consented to the restriction that the total units shall not exceed 298 residential lots for the entire RidgeHaven proposed subdivision, and

WHEREAS, the properties not owned by the RidgeHaven subdivision, totaling 5.73± acres, shall have a maximum gross residential density of eight (8) units per acre, the same density as allowed by the Volusia County land use category, and

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the City of Ormond Beach *Comprehensive Plan*, as required by the Local Government Comprehensive

Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes*) which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, on March 10, 2022, the Planning Board serving as the local planning agency, conducted a public meeting with due public notice on the *Comprehensive Plan* amendment, and recommended approval thereof, and

WHEREAS, the requested *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, in accordance with section 171.204(2), *Florida Statutes*, an amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small-scale amendment, and

WHEREAS, the requested *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendment, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, 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 legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of certain real property depicted in Exhibit “B” attached hereto, and as shown on the Future Land Use Map incorporated into the Future Land Use element of Ormond Beach *Comprehensive Plan*, is hereby changed (1) for 84.26± acres, known as the RidgeHaven property, from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR) and (2) for 5.73± acres from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR) as depicted in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION THREE. The RidgeHaven proposed subdivision is the entire land area as legally described in Exhibit “C” and Exhibit “D”.

SECTION FOUR. The Future Land Use Map incorporated into the Future Land Use element of Ormond Beach *Comprehensive Plan* shall be annotated with the following conditions: (1) the 84.26± acres, known as the RidgeHaven property, shall have a density restriction of three (3) units per gross acre within the 84.26± acres, and the total units shall not exceed 298 residential lots for the entire RidgeHaven proposed subdivision and; (2) the properties not owned by the RidgeHaven subdivision totaling 5.73± acres shall have a gross residential density of eight (8) units per acres, the same density as allowed by the Volusia County land use category.

SECTION FIVE. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION SIX. The Planning Director is hereby authorized and directed to transmit copies of the notice and of this adopted Comprehensive Plan amendment to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, within ten (10) working days of the adoption of this Ordinance, and shall also transmit copies to any other person or entity requesting a copy.

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

SECTION EIGHT. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (June 3, 2022); provided, however, that if challenged within 30 days after adoption (June 2, 2022), this Comprehensive Plan amendment shall not become effective until the Florida 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.

PASSED UPON at the first reading of the City Commission, this 19th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of May, 2022.

BILL PARTINGTON
Mayor

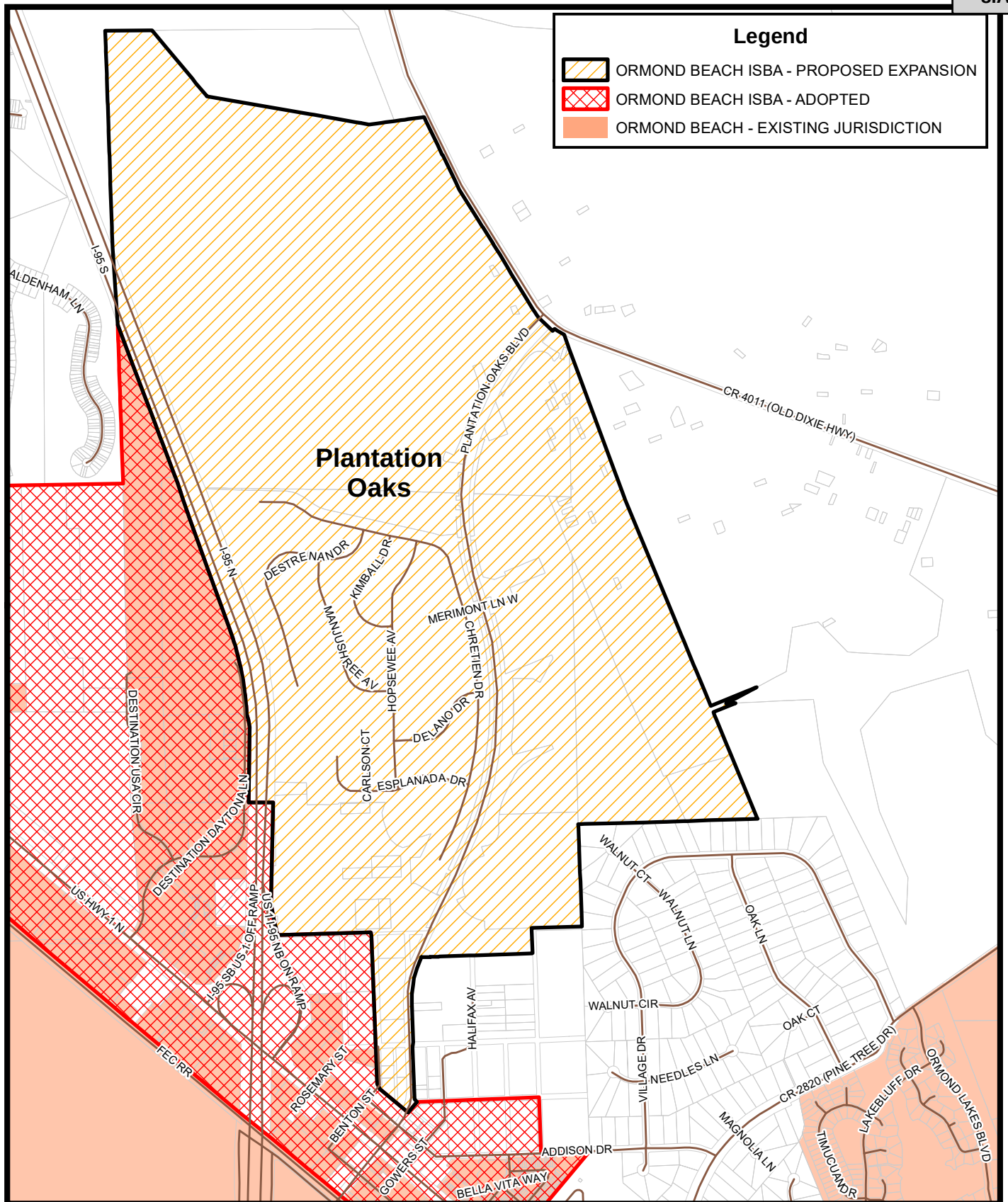
ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Exhibit A MAP 1

**Interlocal Service Boundary Agreement
and U.S. 1 Municipal Service Area Boundary Map**





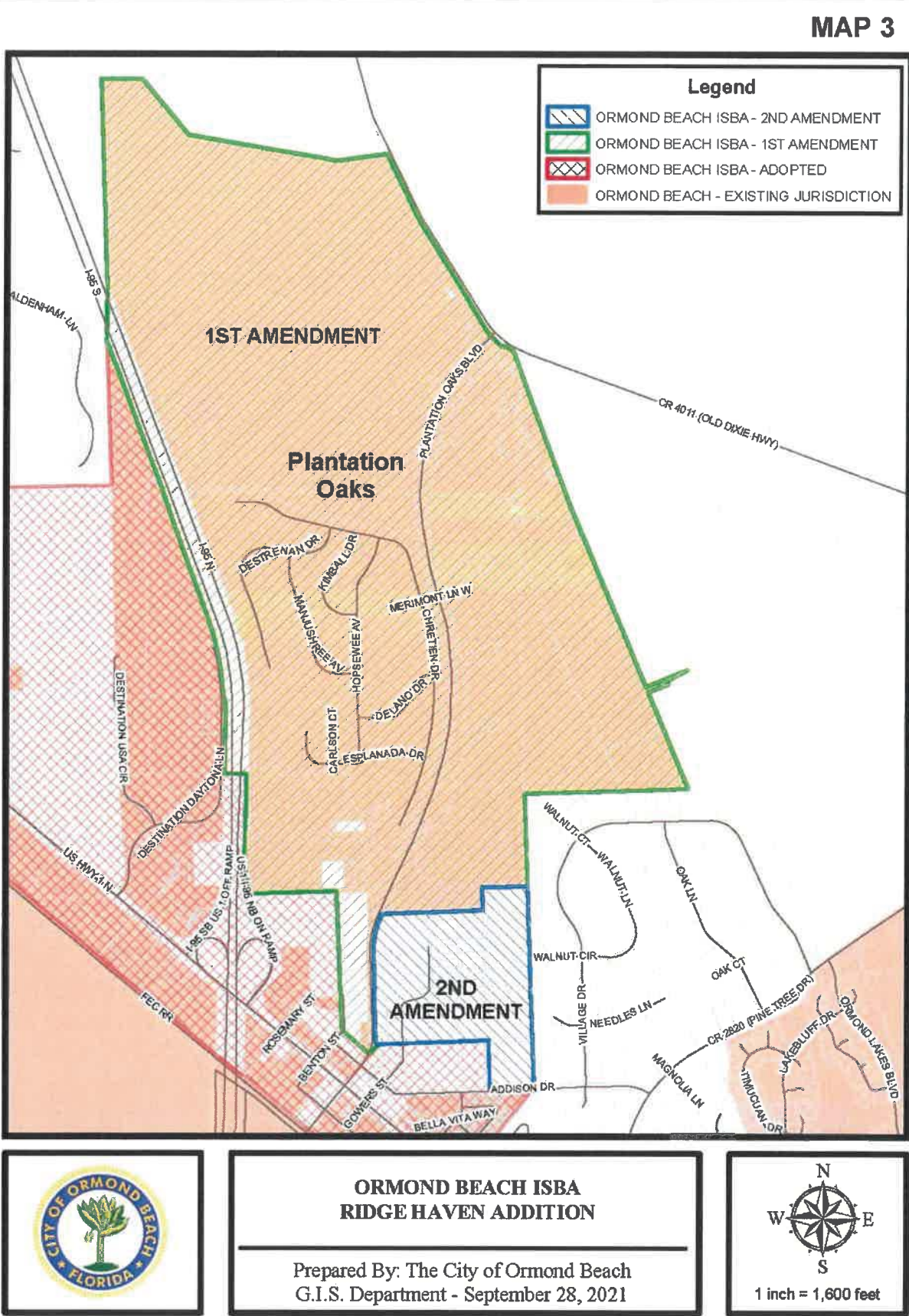
**ORMOND BEACH ISBA
PLANTATION OAKS ADDITION - MAP 2**

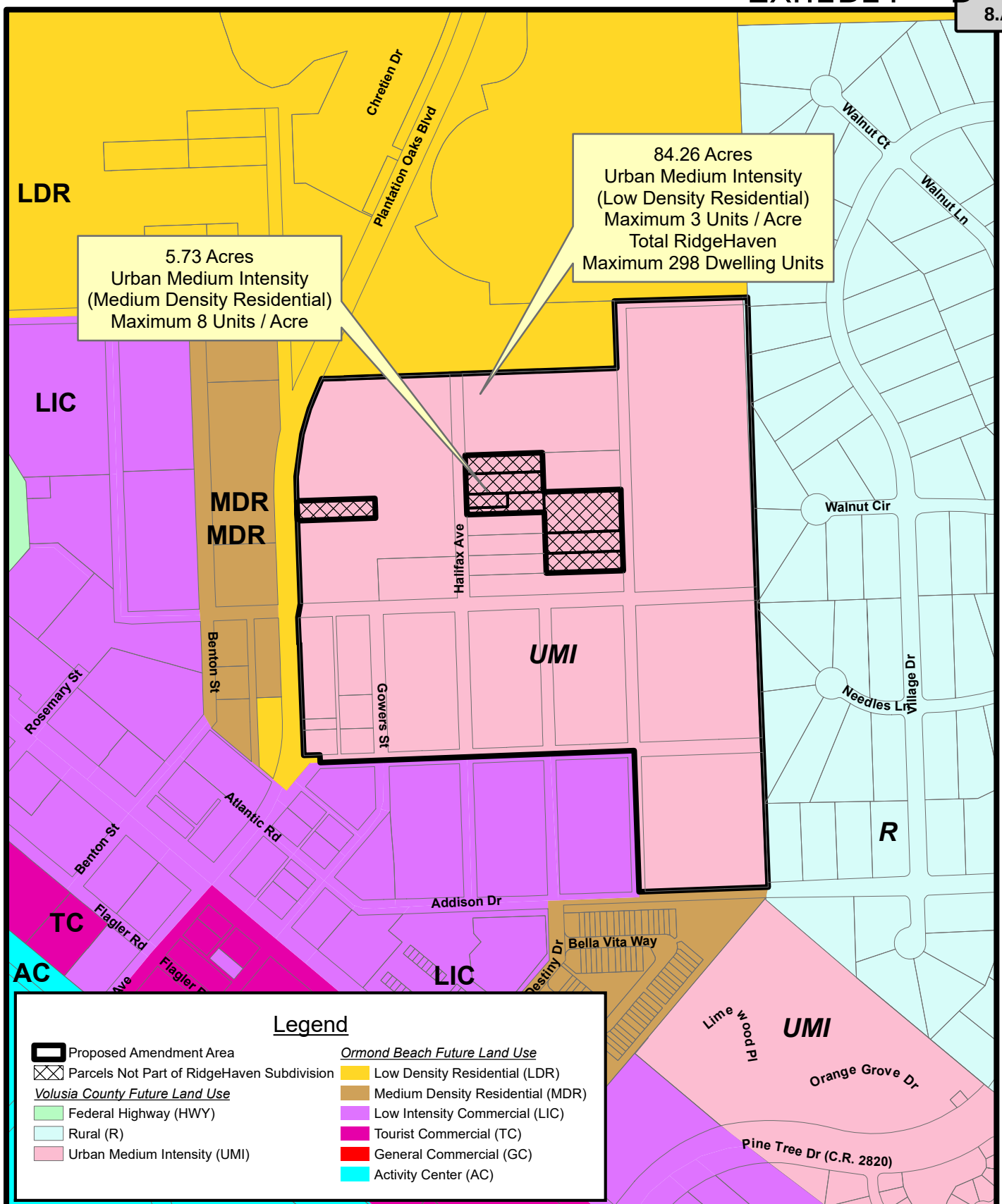
Prepared By: The City of Ormond Beach
G.I.S. Department - June 5, 2019



1 inch = 1,600 feet

EXHIBIT "A" - MAP 3



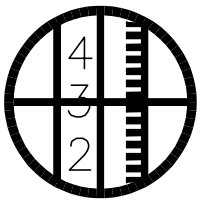


NORTH US 1 (2nd AMENDED) ISBA EXISTING AND PROPOSED FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 18, 2022



NTS



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

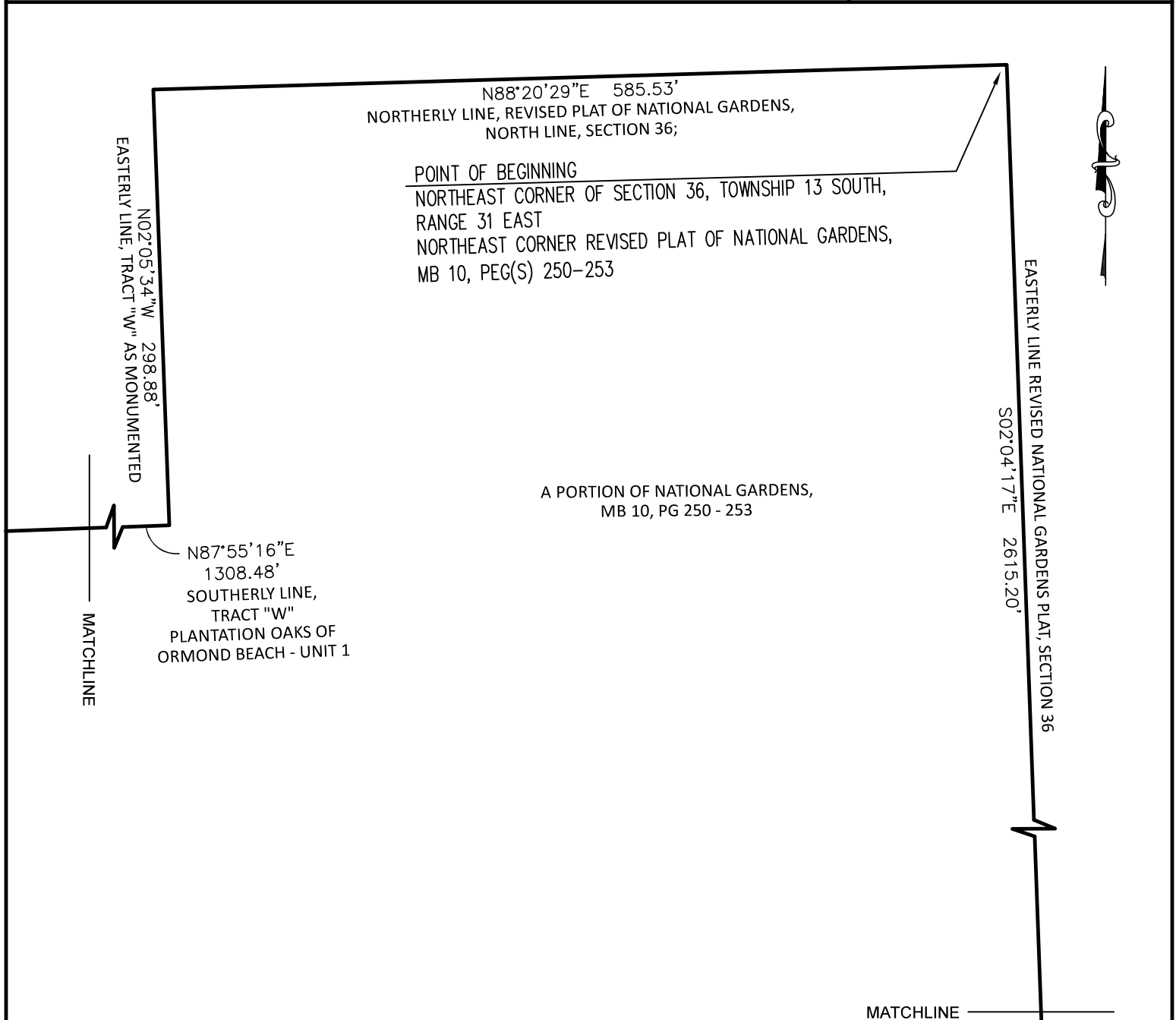
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

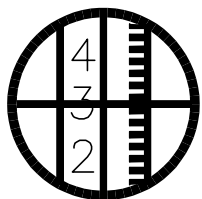
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION

TENNANT AVENUE
(60.00 FT. RW)

S88°01'30"W
1390.12'

MATCHLINE

EASTERLY LINE REVISED NATIONAL GARDENS PLAT, SECTION 36

S02°04'17"E 2615.20'

A PORTION OF NATIONAL GARDENS,
MB 10, PG 250 - 253

N02°05'34"W 630.78'

CENTERLINE OF MAJANZAS STREET
(60.00 FT. R/W)

S87°52'25"W 554.54'

NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE (60.00 FT. R/W)

GRAPHIC SCALE

0 100 200 300



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

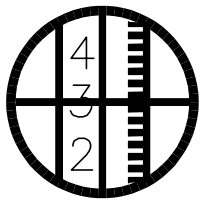
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

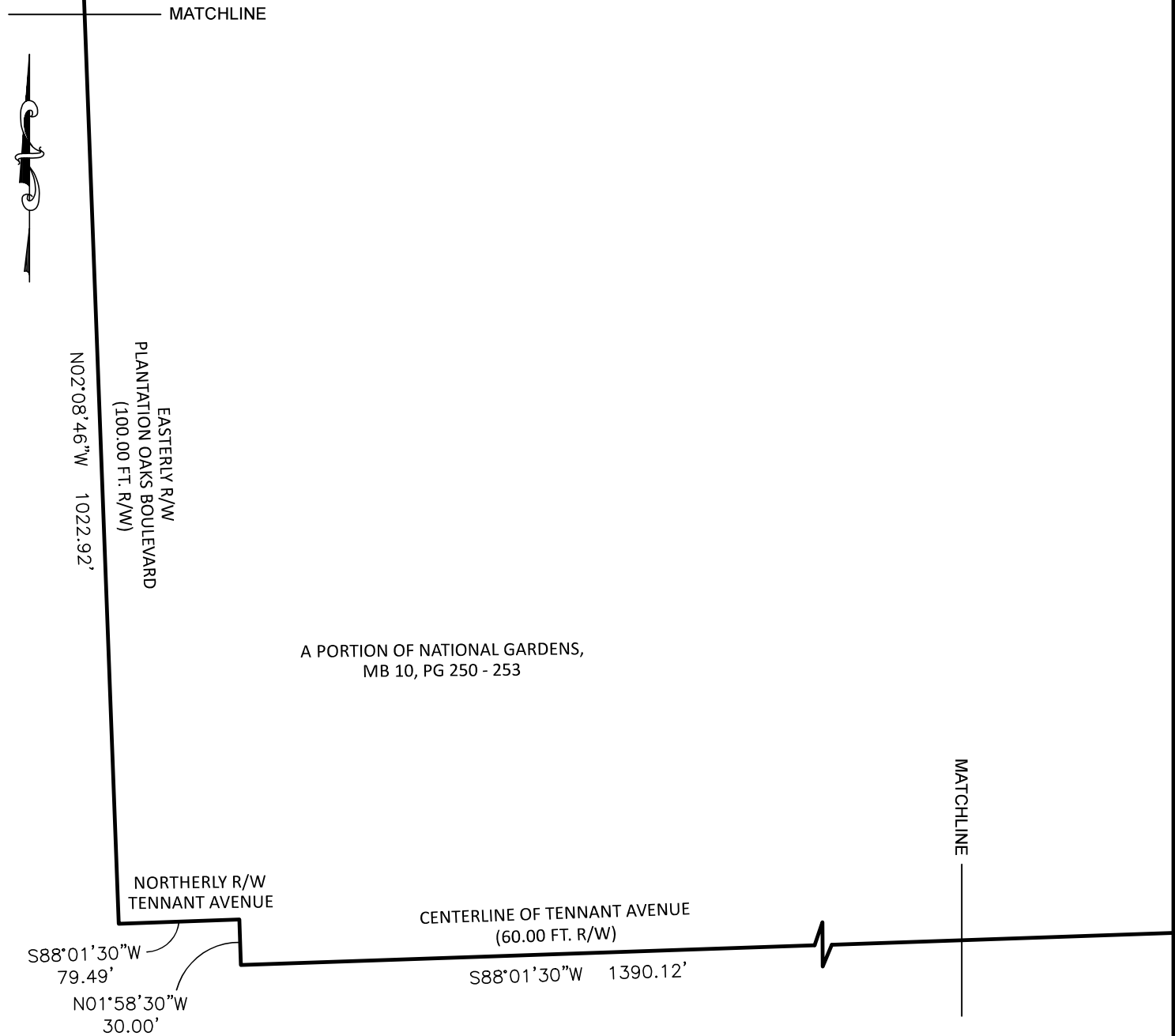
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

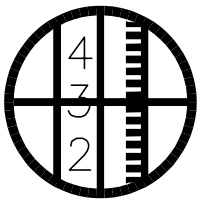
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

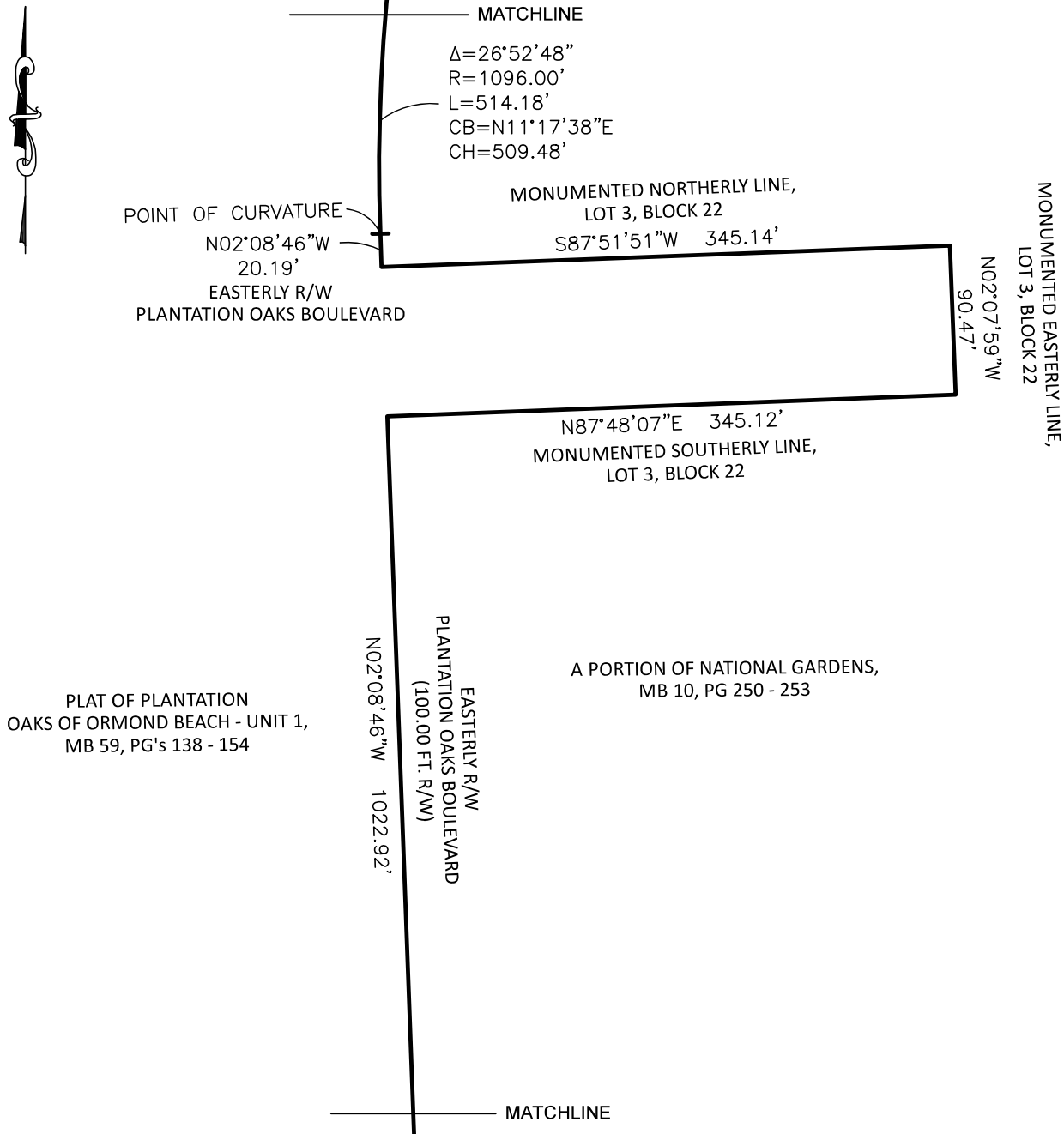
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
 FOR: RIDGE LAND HOLDINGS
 ORMOND BEACH ISBA - 2ND AMENDMENT

SKETCH OF DESCRIPTION ONLY
 THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 4 OF 9

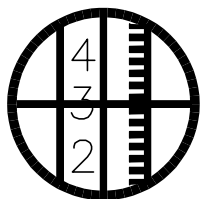
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 387



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

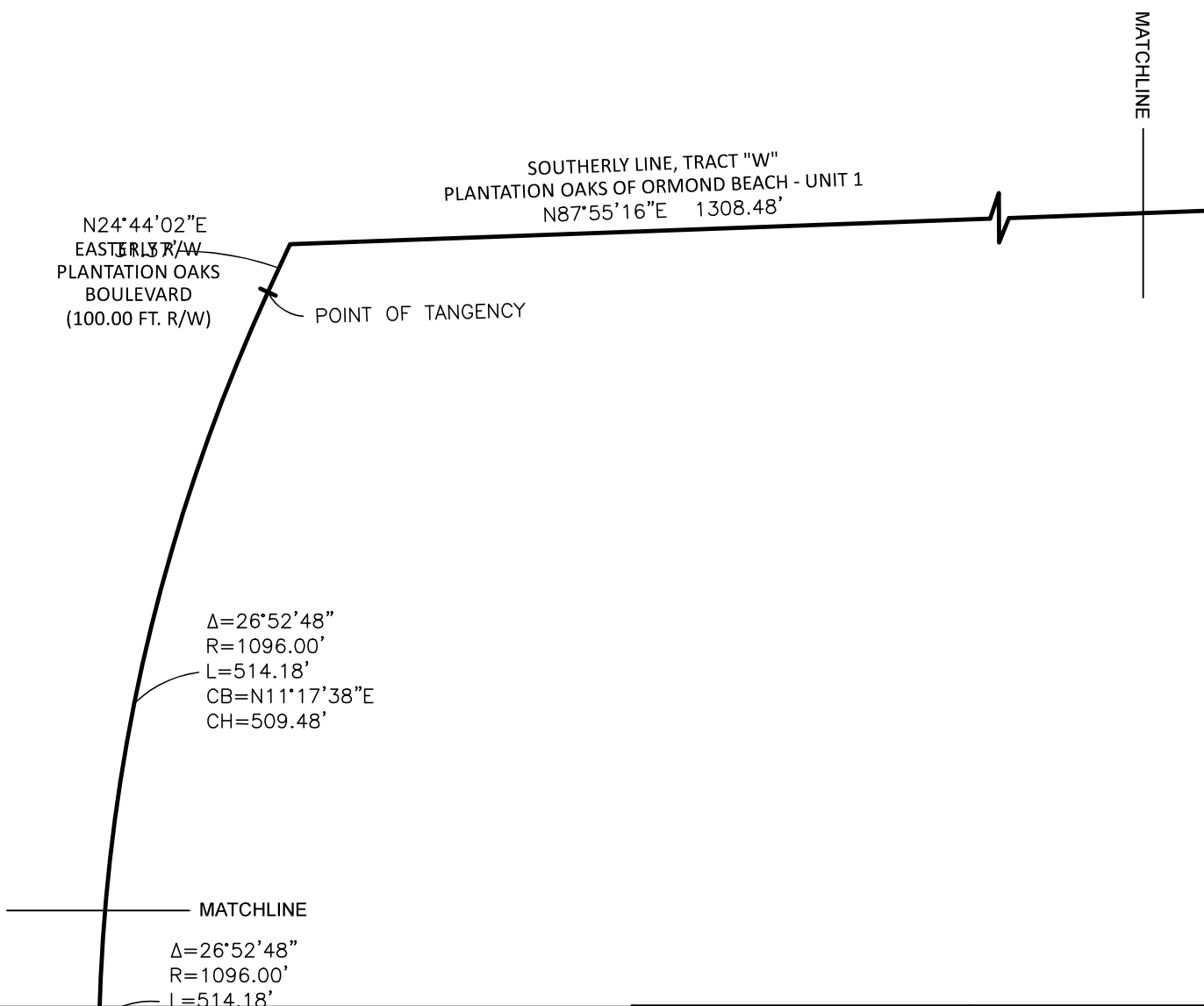
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION



(IN FEET)
1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 5 OF 9

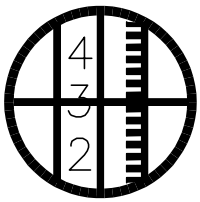
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 388



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

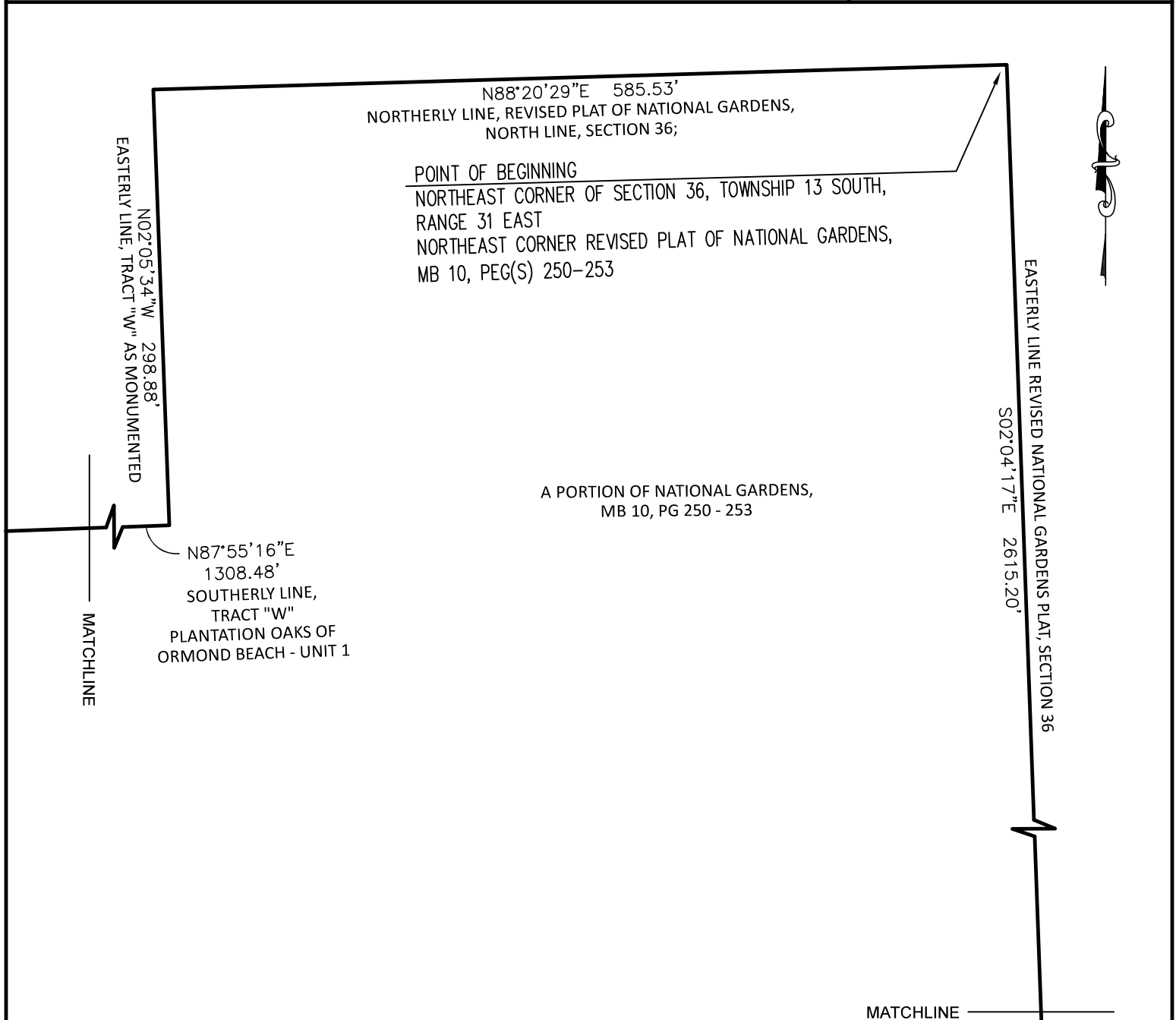
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

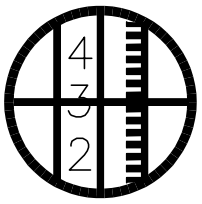
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

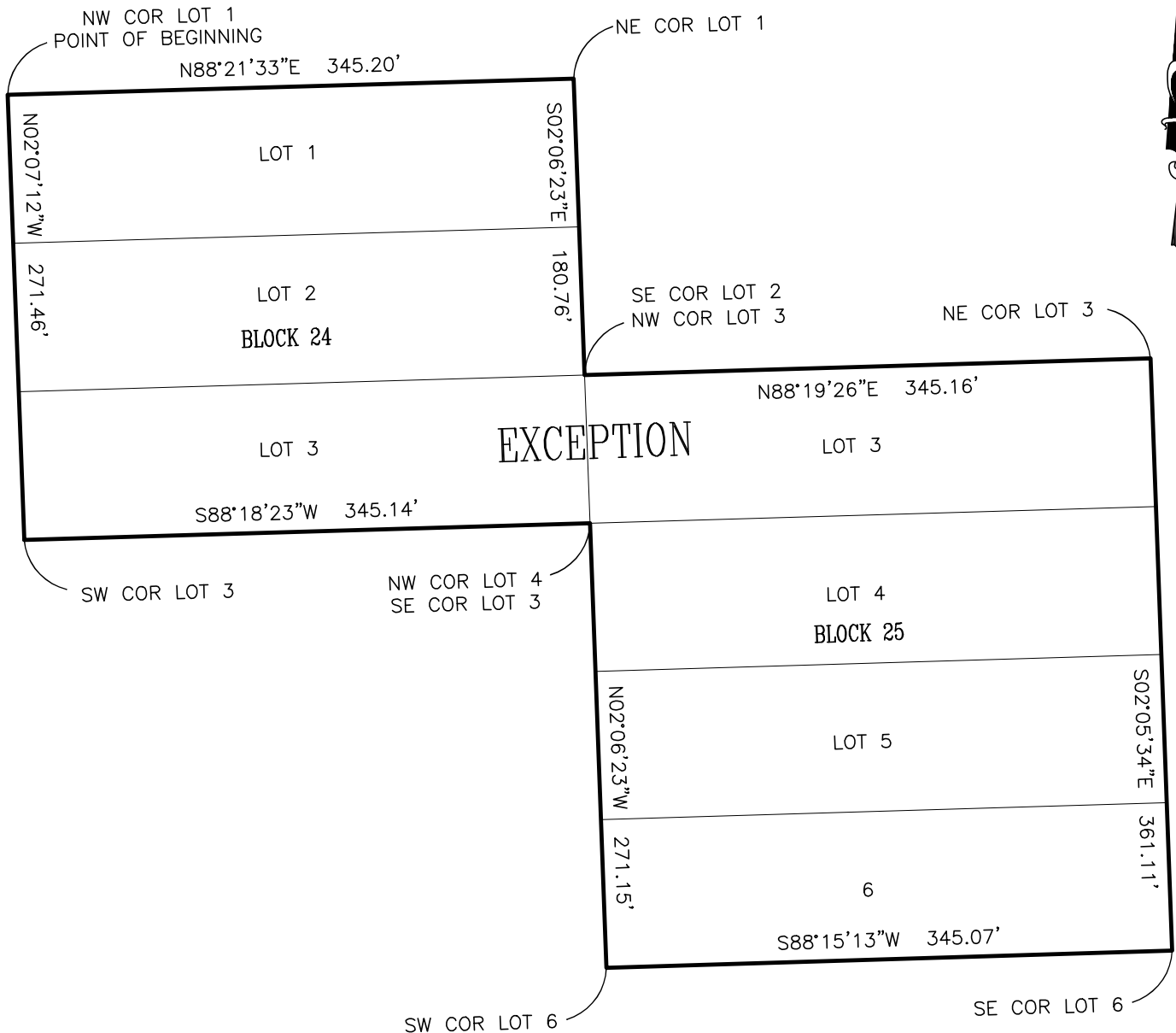
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 7 OF 9

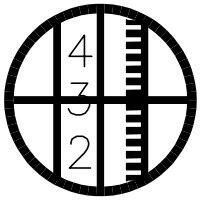
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
Δ	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 390



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.f

RECORDING INFORMATION

Legal Description: (ORMOND BEACH ISBA – 2ND AMENDMENT)

A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD. DESCRIBED AS FOLLOWS:

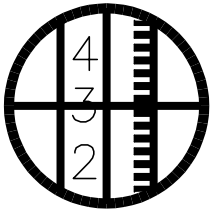
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 554.54 FEET TO THE CENTERLINE OF MATANZAS STREET; THENCE ALONG SAID CENTERLINE N02°05'34"W, A DISTANCE OF 630.78 FEET TO THE CENTERLINE OF TENNANT AVE; THENCE ALONG SAID CENTERLINE S88°01'30"W, A DISTANCE OF 1390.12 FEET; THENCE N01°58'30"W, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID TENNANT AVENUE; THENCE S88°01'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 79.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, A 100.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154, INCLUSIVE, SAID PUBLIC RECORDS; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1022.92 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

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

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

AREA: 3888705 Sq. Feet, 89.2724 Acres



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

SURVEYORS NOTES:

1. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF REVISED PLAT NATIONAL GARDENS, EAST LINE SECTION 36 BEING S02°04'17"E.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE SUBJECT PARCEL HAS DIRECT PHYSICAL ACCESS TO PLANTATION OAKS BLVD., A PUBLIC STREET OR HIGHWAY.

REFERENCE: ORMOND BEACH ISBA – 2ND AMENDMENT

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	FLAGLER COUNTY ABSTRACT TITLE	02-10-2022	22-0231
	RIDGE DEVELOPMENT GROUP		

SHEET 9 OF 9

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

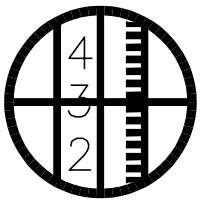
RIDGE DEVELOPMENT GROUP

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	02-10-2022	22-0231		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

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

Packet Pg. 392



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

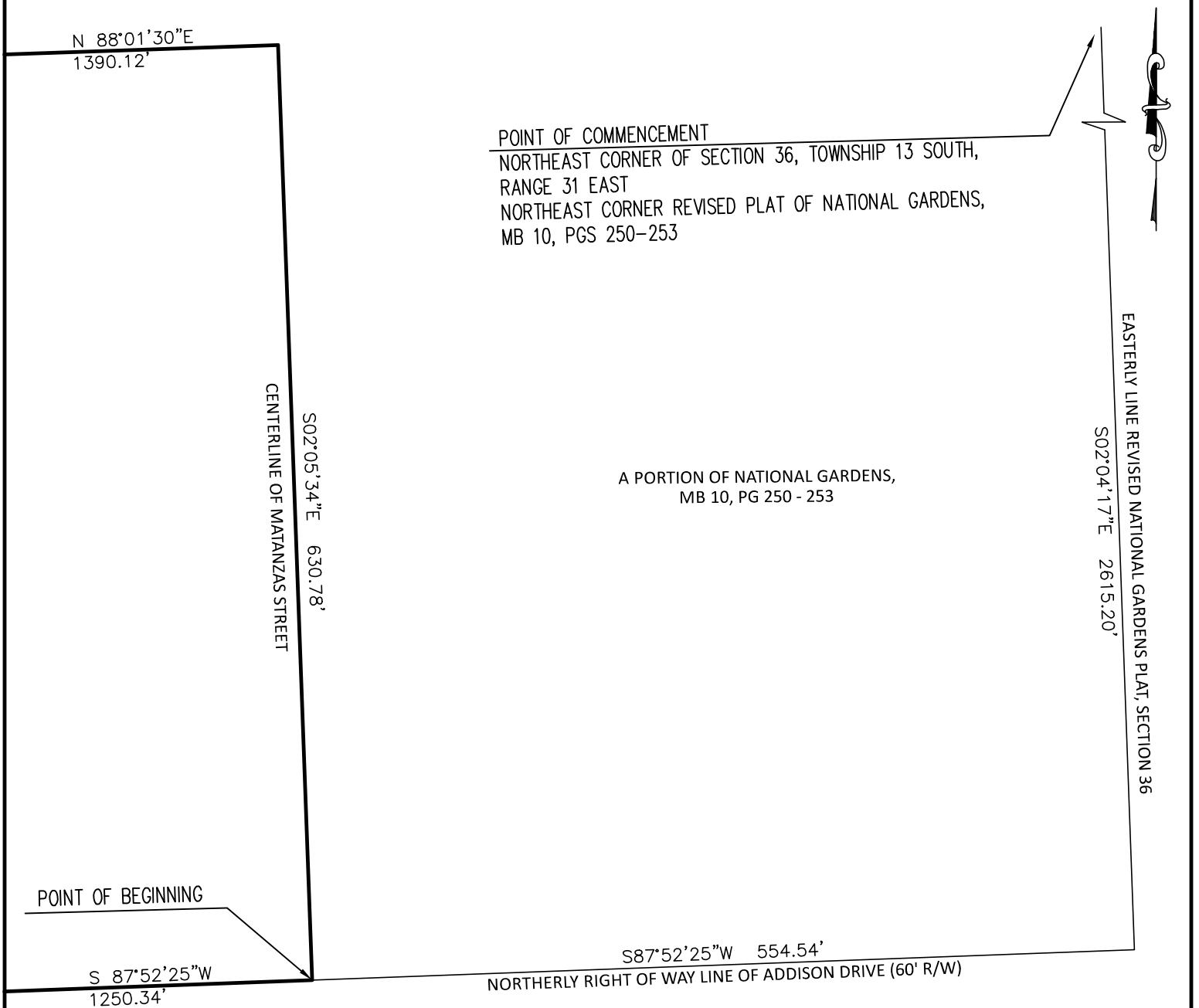
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.g

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NATIONAL GARDENS:
FOR: RIDGE DEVELOPMENT GROUP
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 1 OF 5

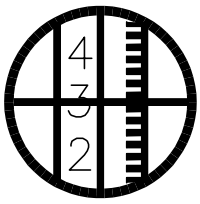
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 393



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.g

RECORDING INFORMATION

N88°01'30"E 1390.12'

CENTERLINE OF TENNANT AVENUE

A PORTION OF NATIONAL GARDENS,
MB 10, PG 250 - 253

835906 Sq. Feet
19.1898 Acres

MATCHLINE

S02°05'34"E 630.78'
CENTERLINE OF MATANZAS STREET

POINT OF BEGINNING

S87°52'25"W 1250.34'

NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE (60' R/W)

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 2 OF 5

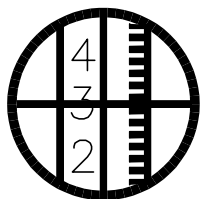
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 394



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

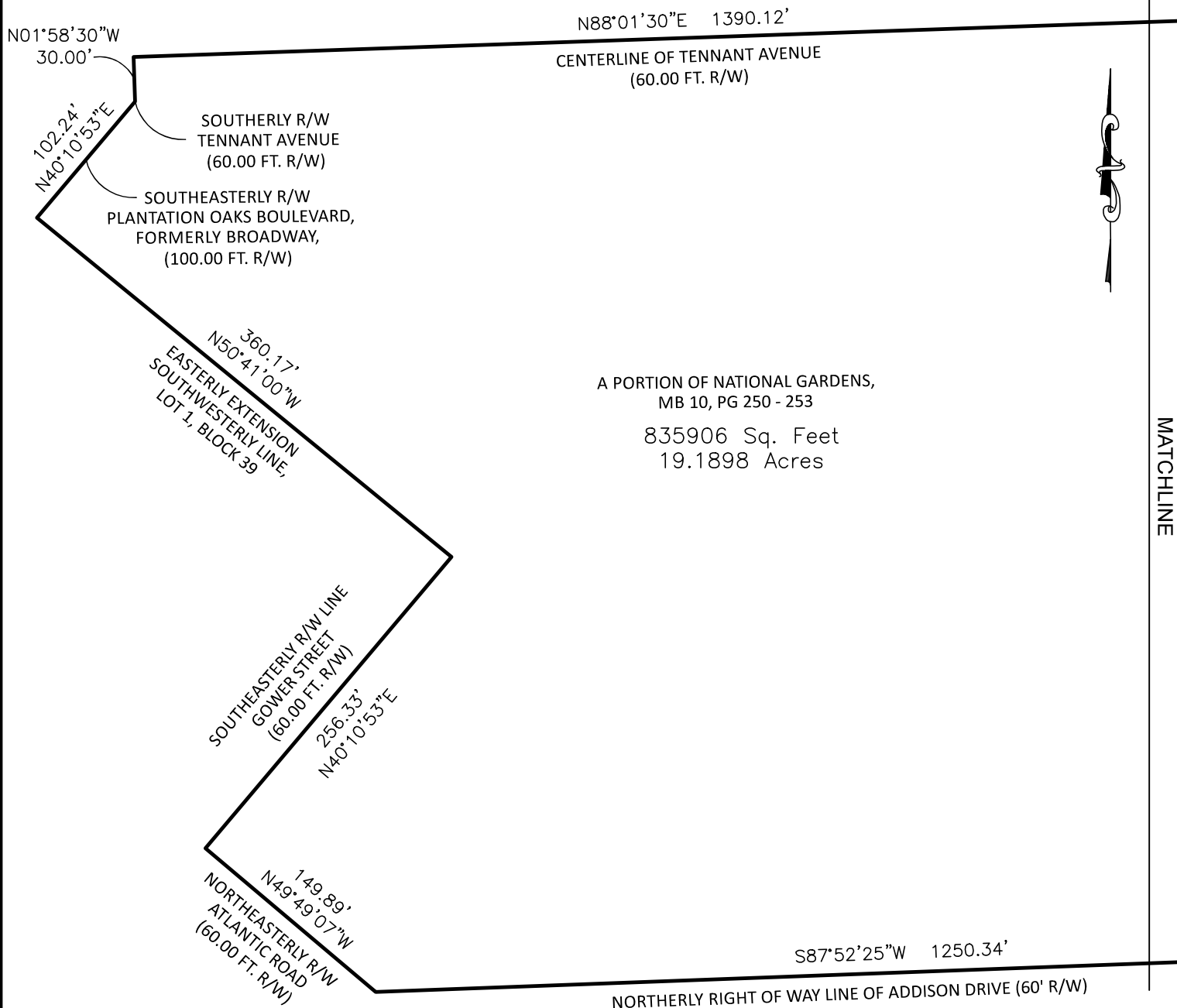
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.g

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 3 OF 5

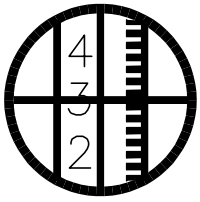
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 395



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.A.g

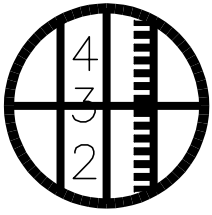
RECORDING INFORMATION

Legal Description: (ORMOND BEACH ISBA – ADOPTED)

A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE CENTERLINE OF TENNANT AVENUE, WESTERLY OF THE CENTERLINE OF MATANZAS STREET, NORTHERLY OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST. VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 554.54 FEET TO THE CENTERLINE OF MATANZAS STREET AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG NORTH RIGHT OF WAY S87°52'25"W, A DISTANCE OF 1250.34 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 149.89 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID SOUTHEASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.17 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TENNANT AVENUE, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°58'30"W, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID TENNANT AVENUE; THENCE ALONG SAID CENTERLINE N88°01'30"E, A DISTANCE OF 1390.12' TO THE CENTERLINE OF MATANZAS STREET; THENCE ALONG SAID CENTERLINE S02°05'34"E, A DISTANCE OF 630.78' TO THE POINT OF BEGINNING.

AREA: 835906 Sq. Feet, 19.1898 Acres



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

SURVEYORS NOTES:

1. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF REVISED PLAT NATIONAL GARDENS, EAST LINE SECTION 36 BEING S02°04'17"E.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE SUBJECT PARCEL HAS DIRECT PHYSICAL ACCESS TO PLANTATION OAKS BLVD., A PUBLIC STREET OR HIGHWAY.

REFERENCE: ORMOND BEACH ISBA – ADOPTED

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	FLAGLER COUNTY COUNTY FLORIDA	02-10-2022	22-0231
	RIDGE DEVELOPMENT GROUP		

SHEET 5 OF 5

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

RIDGE DEVELOPMENT GROUP

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	02-10-2022	22-0231		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

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

Packet Pg. 397

EXHIBIT "E"

**SECOND AMENDED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA**

This Second Amended Interlocal Service Boundary Agreement ("Second Amended Agreement") is made and entered into this 15th date of March, ~~2021~~ 2022 by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida ("2014 ISBA"); and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") as depicted on Map 1 thereto; and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida; and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this Second Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

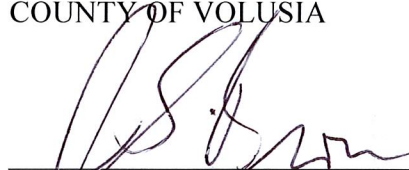
1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include the area shown and depicted on Map 3 to this Second Amended Agreement.
3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA and Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement shall be construed to also include the expanded MSA and JPA depicted in Map 3 to this Second Amended Agreement.
4. The governing bodies of the City and County shall approve this Second Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.
5. This Second Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this Second Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Second Amended Agreement.

ATTEST:

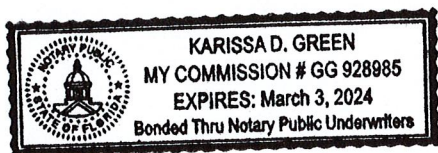
COUNTY OF VOLUSIA


George Recktenwald
County Manager


Jeff Brower Jeffrey S. Brower
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

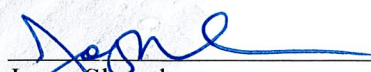
Jeffrey S. The foregoing instrument was acknowledged before me this 15th day of March, 2022, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.




NOTARY PUBLIC

ATTEST:

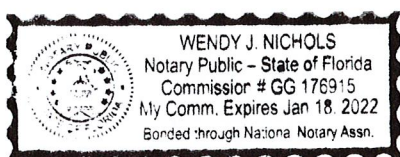
CITY OF ORMOND BEACH


Joyce Shanahan
City Manager


Bill Partington
Mayor

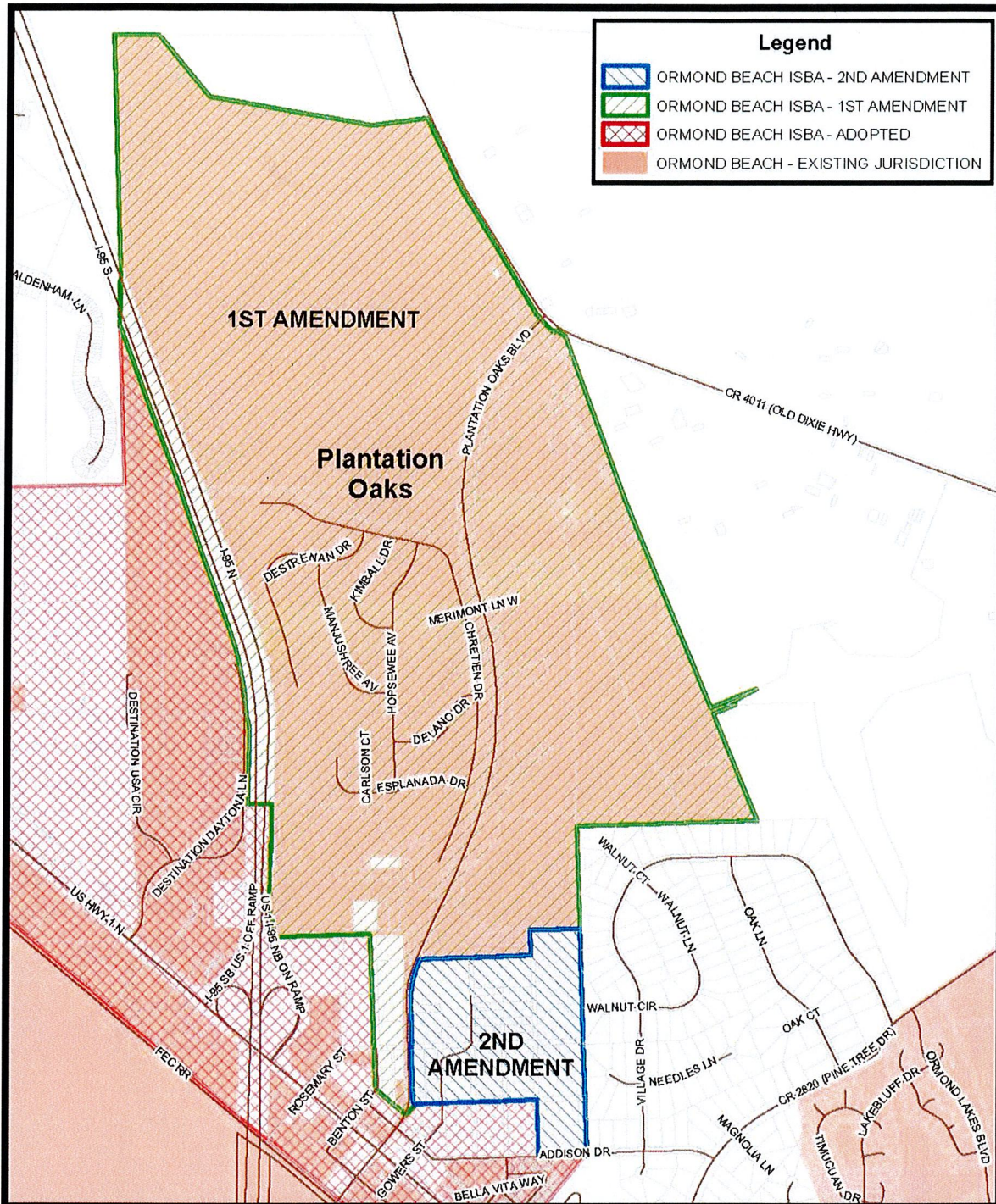
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.




NOTARY PUBLIC

MAP 3



**ORMOND BEACH ISBA
RIDGE HAVEN ADDITION**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021



1 inch = 1,600 feet

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: March 10, 2022

SUBJECT: Second Amended Interlocal Service Boundary Agreement
Future Land Use Map Amendment (Small Scale)

APPLICANT: City Initiated

NUMBER: LUPA 22-020

PROJECT PLANNER: Becky Weedon, AICP, Senior Planner

INTRODUCTION: This is an administrative request to amend the City of Ormond Beach Comprehensive Plan's Future Land Use Map to include the expansion of the Municipal Service Area land uses consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended. A copy of the Second Amended ISBA is attached as Exhibit A.

BACKGROUND: The City Commission adopted the original North US 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original ISBA established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North US 1 area.

The first amendment to the North US 1 ISBA was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North US 1 ISBA. The Volusia County Council subsequently adopted the agreement on September 17, 2019.

The second amendment to the North US 1 ISBA was approved to add the land associated with the RidgeHaven Subdivision and the 8 individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. On October 14, 2021, the second amendment to the North US 1 ISBA was presented to the Planning Board. The Planning Board unanimously recommended approval. On December 7, 2021, the City Commission adopted the second amendment to the North US 1 ISBA. The Volusia County Council subsequently adopted the agreement on February 15, 2022 with conditions. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. The Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The RidgeHaven area includes

the 84.26 acres to the north of Addison Drive adjacent to Plantation Oaks Boulevard and the 19.19 acres to the south of Addison Drive. The land use amendment for the 19.19 acres is being processed separately as an applicant-initiated item and a companion to this amendment. The RidgeHaven land area is scheduled for annexation on March 1, 2022 (1st reading) and March 22, 2022 (2nd reading).

Since the ISBA has been adopted, the City must amend the unincorporated property in the MSA from the existing County land uses to the City of Ormond Beach designations. The amendments to the Future Land Use Map are being processed as a small-scale amendment per Florida Statute section 171.204 and section 163.3171 which reads, "An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small-scale amendment".

COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT:

The Comprehensive Plan land use map amendment proposes the following actions:

Land area owned by RidgeHaven: 84.26 acres from Volusia County "Urban Medium Intensity" (UMI) to City of Ormond Beach "Low Density Residential" (LDR). Proposed condition to limit density to a maximum gross density not to exceed three (3) units per acre and total units for all lands within the RidgeHaven subdivision including the 19.19-acre land area shall not exceed 298 residential units.

Parcels within individual ownership (not owned by RidgeHaven): 5.73 acres from Volusia County "Urban Medium Intensity" (UMI) to City of Ormond Beach "Medium Density Residential" (MDR). Proposed condition to allow same density as Volusia County with a maximum gross density not to exceed eight (8) units per acre.

The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity. The Comprehensive Plan land use map amendment from Volusia County land use to City land use designations will result in a reduction of existing Volusia County residential and non-residential entitlements. Any proposed future development for the RidgeHaven subdivision will require a neighborhood meeting and additional public hearings before the Planning Board and City Commission.

In addition to this 2nd Amended ISBA Future Land Use Amendment, the City is processing two other amendments concurrently: 1) Text amendments to the Comprehensive Plan's Future Land Use and Intergovernmental Coordination Elements as an expedited large-scale amendment and 2) The applicant requested RidgeHaven owned properties of 19.19 acres within the original ISBA. The proposed small-scale land use amendment tentative schedule of the subject property is as follows:

Action/Board	Date
Planning Board	March 10, 2022
City Commission 1 st Reading	April 19, 2022

Action/Board	Date
City Commission 2 nd Reading	May 3, 2022
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	May 10, 2022
Transmit to Florida Department of Economic Opportunity (DEO)	May 10, 2022

Until the land use plan amendment process is completed, Volusia County's comprehensive plan, zoning and land development regulations apply to the expanded properties of the MSA subject to the Second Amended ISBA.

ANALYSIS:

The proposed administrative amendment seeks to add the RidgeHaven owned parcels and eight (8) individually owned properties to the City Comprehensive Plan and change the land use designations from unincorporated Volusia County to the City of Ormond Beach on the future land use map. Section 171.203 (11) requires that the MSA include the population projections and data and analysis supporting the provision of public facilities for the MSA.

Second amended MSA Population Projections:

Currently, there are approximately 17 unincorporated parcels (9 owned by RidgeHaven and 8 individually owned) that make up the second amended Municipal Service Area boundary. The maximum potential for the 84.26 acres owned by RidgeHaven based on the City Low Density Residential with the condition of no more than three (3) units per acre is 252 units. There are eight (8) parcels individually owned (not owned by RidgeHaven) totaling 5.73 acres. Seven parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The maximum dwelling units per the City Medium Density Residential for the eight individually owned parcels is 46 units. For the analysis of the service provision, the maximum scenario was used. Table 1 below shows the second amended MSA estimated and projected population using the maximum scenario dwelling units of 299 and average persons per household from the U.S. Census Bureau for Ormond Beach of 2.33 (Source: U.S. Census Bureau QuickFacts).

Table 1- Projected MSA Population based on Maximum Scenario	
<u>Year</u>	<u>Total Estimated</u>
2022	0
2032	694

Data and Analysis Supporting the Second Amended Municipal Service Area and Future Land Use Map:

The Second Amended Municipal Service Area and the Future Land Use Map amendments were reviewed pursuant to the requirements of Chapter 171, Part II, Florida Statutes, the adopted Interlocal Service Boundary Agreement (ISBA), between the City of Ormond Beach and the County of Volusia, and in accordance with the City's Comprehensive Plan. Below is the analysis of the criteria of Policy 2.5.2 which includes the provision of public facilities required for the MSA:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The Future Land Use Map amendment to include the Second Amended Municipal Service Area land uses proposes to change ± 84.26 acres of unincorporated property in the RidgeHaven Subdivision and ± 5.73 acres outside the RidgeHaven Subdivision from the existing County land uses to the City of Ormond Beach designations to implement the terms of the ISBA. The most similar City land uses were chosen and depicted in Table 2 below for comparison purposes:

Table 2 - Existing County Land Use Designations and Proposed City Land Use Amendments

County Existing Future Land Use Designation	Proposed City Future Land Use
<u>Urban Medium Intensity (UMI) (84.26 acres owned by RidgeHaven)</u> Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, Urban townhouses and low-rise apartments. The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.	<u>Low Density Residential (LDR)</u> 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
<u>Urban Medium Intensity (UMI) (5.73 acres not owned by RidgeHaven)</u> Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, Urban townhouses and low-rise apartments. The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The	<u>Medium Density Residential (MDR)</u> Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the

Table 2 - Existing County Land Use Designations and Proposed City Land Use Amendments

County Existing Future Land Use Designation	Proposed City Future Land Use
commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.	development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio. Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed. Maximum FAR: 0.3

To ensure consistency between Volusia County unincorporated land use designations and the City's classifications and to prevent additional impacts to state, county, or city facilities and services, the following land use map density limitations are proposed:

Table 3 – Existing Future Land Use and Proposed City Future Land Use with Conditions

Existing Volusia County Land Use	Proposed City Land Use	Land Use Conditions
Urban Medium Intensity (UMI) (84.26 acres)	Low Density Residential (LDR)	Maximum 3 units per acre and no more than 298 dwelling units for entire RidgeHaven owned lands including the 19.19 acres south.
Urban Medium Intensity (UMI) (5.73 acres)	Medium Density Residential (MDR)	None.

Based on the infrastructure analysis provided in Table 5 below, it was determined that the proposed Ormond Beach land uses are the most suitable for existing developments and uses in the MSA. Following are specific Goals, Objectives, and Policies that are applicable to the administrative amendment:

GOAL 1 Future Land Use Element	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 FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.
OBJECTIVE 1.2. COMMERCIAL LAND USE Future Land Use Element	Ensure that adequate amounts of land are available to meet the commercial land use needs of the community.
OBJECTIVE 2.5. COMPREHENSIVE PLAN AMENDMENTS Future Land Use Element	The City shall review proposed text and Future Land Use Map amendments based upon state requirements, Volusia County regulations, and the Goals, Objectives, and Policies of the City's Comprehensive Plan.
GOAL 5 Annexation Future Land Use Element	THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGIOUS FOR UTILITY SERVICE.
OBJECTIVE 5.1. ANNEXATION	Newly annexed areas and new development shall not impose additional tax burdens on City residents or adversely impact City managed natural resources, public facilities and services, including potable water, sanitary sewer, drainage, solid waste, parks and recreation and cultural facilities. Future land uses shall be located consistent with the provision of public facilities and services.
Policy 5.1.1. Future Land Use Element	Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

2. Does it meet the criteria established in the City's Comprehensive Plan and the Florida Statute?

The City's Comprehensive Plan and Florida Statutes establish the process, including required advertising for all future land use map amendments. The amendments to the Future Land Use Map are being processed as a small-scale amendment per Florida Statute section 171.204 which reads, "An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small-scale amendment". The amendment includes the data and analysis in this report. Also, two more public hearings will be conducted to receive any additional public comments and shall be reviewed by the Volusia Growth Management Commission and state agencies. Planning staff concludes that the amendment meets or exceeds the criteria established in the Comprehensive Plan and Florida Statute.

3. Whether the land uses are appropriate uses of the land.

Ormond Beach has been identified as the utility provider in the North U.S. 1 corridor since 1992 and has provided the needed utility services for residential and commercial uses in this corridor. The lands that are under consideration are not altering the existing land uses that have existed under Volusia County and therefore remain appropriate uses of land. The Second Amended North US 1 Municipal Service Area was required by Volusia County in order to annex the RidgeHaven Subdivision into the City of Ormond Beach. The proposed Ormond Beach land use designations seek to maintain the entitlements for the properties as established by Volusia County. The uses are appropriate and compatible with uses adjacent to the subject property.

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. Under Florida Statutes, the City is required to analyze the proposed land use change based on the maximum allowable density and intensity under the proposed land use category. The purpose of the land use amendments is based upon the Interlocal Service Boundary Agreement and seek to maintain the entitlements allowed within Volusia County. The assumptions for the maximum scenario analyzed in Table 5 are contained in Table 4 below:

Table 4 – Maximum Scenarios with Land Use Policy Limitations					
Existing County Future Land Use	County Maximum Density	County Maximum Intensity	Proposed City Future Land Use	City Maximum Density with Land Use conditions	City Maximum Intensity with Land Use Conditions
Urban Medium Intensity (UMI) (84.26 acres)	8 DU per acre	0.50 FAR	Low Density Residential (LDR)	Not to exceed 3 units per acre and no more than 298 dwelling units for entire RidgeHaven owned lands including the 19.19 acres south.	0.20 FAR
Urban Medium Intensity (UMI) (5.73 ac)	8 DU per acre	0.50 FAR	Medium Density Residential (MDR)	Not to exceed 8 DU per acre for properties not owned by RidgeHaven.	0.30 FAR

An analysis of the existing and proposed changes with the land use conditions is shown in Table 5 below:

Table 5 – Second Amended ISBA Maximum Scenario Analysis of Existing County FLU and Proposed City FLU with Land Use Conditions								
			Residential			Nonresidential		
Existing FLU (County)	Proposed 2 nd Amended ISBA FLU (City)	Total Estimated Acreage	Existing County Density (DU)	Potential Density w/ Policy Limitations (DU)	Change in Potential Density (DU)	Existing County Intensity (SF)	Potential City Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
UMI	LDR	84.26	674	252	-421	1,835,183	734,073	-1,101,110
Total for parcels owned by RidgeHaven			674	252	-422	1,835,183	734,073	-1,101,110
UMI	MDR	5.73	46	46	0	124,799	74,880	-49,919
Total for individual parcels not owned by RidgeHaven			46	46	0	124,799	74,880	-49,919
Total for All Parcels			720	298	-422	1,959,982	808,953	-1,151,029

The proposed land uses will decrease the maximum number of residential units by 422. There is also a condition that the RidgeHaven subdivision cannot exceed 298 residential units within this land area of 84.26 and the other RidgeHaven land area of 19.19 acres. The non-residential entitlements are decreased by 1,151,029 square feet.

Transportation: Below is a maximum theoretical land use analysis based on the ITE Trip Generation Rate, 10th Edition for a non-residential and residential maximum scenario. It is important to note that a concurrency analysis occurs with site plan or subdivision development.

TABLE 6 – Transportation Analysis					
Non-Residential					
Land Area	Building Square Footage Maximum (Existing)	Average Daily Trips (Existing) ⁽¹⁾	Building square footage maximum (Proposed)	Average Daily Trips (Proposed) ⁽²⁾	Difference
RidgeHaven parcels	1,835,183	69,278	734,073	5,094	-64,184
Individual parcels	124,799	4,711	74,880	520	-4,191
Total	1,959,982	73,989	808,953	5,614	-68,375
Notes:					
(1) Existing land use allows commercial uses an ITE rate #820, retail, (37.75) used for analysis.					
(2) Proposed land use is residential and does not allow commercial uses. ITE rate #560, Church (6.94) used for analysis.					

TABLE 6 – Transportation Analysis

Residential					
Land Area	Maximum residential units (Existing)	Average Daily Trips (Existing) ⁽³⁾	Maximum residential units (Proposed)	Average Daily Trips (Proposed)	Difference
RidgeHaven parcels	674	6,362	252	2,379	-3,983
Individual parcels	46	434	46	434	0
Total	720	6,796	298	2,813	-3,983
Notes:					
(3) For residential analysis ITE rate #210, Single-Family House, (9.44) used for analysis.					

The table analyzes a non-residential and residential theoretical development based upon the land use entitlements. The existing Volusia County “Urban Medium Intensity” allows retail development at a Floor Area Ratio of 0.5 that would equate to a maximum of 73,989 average daily trips. The proposed land use of “Low Density Residential” and “Medium Density Residential” does not allow retail uses and would allow institutional type of uses such as church in the land uses. The potential average daily trips are reduced by 68,375 trips. The residential scenario also shows a reduction of transportation impacts based upon a reduction of the residential units of 422. The reduction of traffic impacts in the residential scenario would be 3,983 average daily trips. As the property is developed in the future, a concurrency analysis will be required.

Schools: The maximum scenario provides a reduction of approximately 422 dwelling units. Per the School Board of Volusia County Facilities Development Policies Number 613, Section V.B, projects exempt from school capacity and concurrency include subdivisions and/or single-family lots equal to or less than ten (10) residential units.

Water and Sewer: The analysis in Table 7 indicates that the proposed amendments would reduce the overall theoretical maximum water and sewer impacts.

TABLE 7 – Water & Sewer Analysis

Non-Residential								
Land Area	Building square footage maximum: Existing	Water: Existing ⁽¹⁾	Sewer: Existing ⁽²⁾	Building square footage maximum: Proposed	Water: Proposed ⁽¹⁾	Sewer: Proposed ⁽²⁾	Water Difference	Sewer Difference
RidgeHaven parcels	1,835,183	275,277	233,986	734,073	110,111	93,594	-165,166	-140,392
Individual parcels	124,799	18,720	15,912	74,880	11,232	9,547	-7,488	-6,365
Total	1,959,982	293,997	249,898	808,953	121,343	103,141	-172,654	-146,757
Notes:								
(1) Commercial water usage = (SF/100) X 15 gallons of water per day.								
(2) Commercial sewer usage = water gallons per day X 85%.								
Residential								

TABLE 7 – Water & Sewer Analysis

Land Area	Res. Units Maximum: Existing	Water: Existing (1)	Sewer: Existing (2)	Res. Units Maximum: Proposed	Water: Proposed (1)	Sewer: Proposed (2)	Water Difference	Sewer Difference
RidgeHaven parcels	674	172,544	189,394	252	64,512	70,812	-108,032	-118,582
Individual parcels	46	11,776	12,926	46	11,776	12,926	0	0
Total existing	720	184,320	202,320	298	76,288	83,738	-108,032	-118,582
Notes:								
(1) Residential, water = 256 average annual daily volume (2.33 HH X110 gpd)								
(2) Residential, sewer = 281 average annual daily volume								

Similar to the transportation impact analysis, the reduction in the Floor Area Ratio and units per acre allowed results in a decrease in water and sewer infrastructure impacts under a theoretical maximum development scenario. Based on a reduction of allowable building square footage the non-residential scenario decreases the water impact by 172,654 gallons of water per day and 146,757 gallons of sewer per day. The residential analysis also shows a decrease based on the reduction of 422 units.

There are existing water and sewer lines within Plantation Oaks Boulevard and Addison Drive. The city has water and sewer capacity to serve any future development allowed under the proposed land use entitlements.

Stormwater: Any development shall be required to demonstrate compliance to city and state stormwater requirements. The proposed amendment reduces the non-residential and residential entitlements under the land use. Site development shall require submittal to the Ormond Beach Site Plan Review Committee and the St. Johns River Water Management District.

Other Services: City police and fire services have the capacity to serve the land area within the second ISBA area.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed Future Land Use Map Amendment is to assign similar City land use designations to implement the Second Amended Interlocal Service Boundary Agreement. The proposed amendment will not impact surrounding jurisdictions. The Second Amended Interlocal Service Boundary Agreement has been coordinated with Volusia County and approved by the Volusia County Council.

RECOMMENDATION: It is recommended that the Planning Board recommend **APPROVAL** of the proposed Comprehensive Plan amendments to the Future Land Use Map (FLUM) to implement the terms of the Second Amended Interlocal Service Boundary Agreement.

Attachments: Exhibit A: Adopted Second Amended ISBA Agreement.

Exhibit B: MSA Future Land Use Map with limitations.

ORDINANCE NO. 2021-43

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA, FLORIDA, REGARDING THE NORTH U.S. 1 JOINT PLANNING AND MUNICIPAL SERVICE AREA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and County of Volusia entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Services Delivery Sub-Agreement, dated August 28, 2014 and recorded on Official Records Book 7026, Pages 876, et. seq, of the Public Records of Volusia County, Florida (“2014 ISBA”), and

WHEREAS, the 2014 ISBA established a Municipal Service Area (“MSA”) and Joint Planning Area (“JPA”) regarding certain lands along the N. U.S. Highway 1 corridor, and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida, and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA, and

WHEREAS, the city’s planning board (local planning agency) held an advertised public hearing on October 14, 2021 for the purpose of considering the proposed amendment and recommended approval of the same, and

WHEREAS, city commission concurs with the recommendation of the city's planning board (local planning agency) and further determines that approval of the Second Amended Interlocal Service Boundary Agreement will serve the best interests and welfare of the general public, 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 legislative findings of the city commission of the City of Ormond Beach.

SECTION TWO. The city commission hereby approves the Second Amended Interlocal Service Boundary Agreement, a copy of which is attached hereto and incorporated herein by reference, and authorizes and directs the mayor and city manager to execute the same.

SECTION THREE. The city commission further authorizes and directs the city manager and appropriate city staff members to exercise all necessary and appropriate action consistent with the purpose of the Second Amended Interlocal Service Boundary Agreement.

SECTION FOUR. A copy of this Ordinance and the Second Amended Interlocal Service Boundary Agreement shall be recorded with the clerk of court for Volusia County Circuit Court in accordance with applicable law.

PASSED UPON at the first reading of the City Commission, this 16th day of November, 2021.

PASSED UPON at the second and final reading of the City Commission, this 7th
day of December, 2021.



BILL PARTINGTON

Mayor

ATTEST:



SUSAN CARROLL DAUDERIS

City Clerk

**SECOND AMENDED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA**

This Second Amended Interlocal Service Boundary Agreement (“Second Amended Agreement”) is made and entered into this _____ date of _____, 2021 by and between the City of Ormond Beach (“City”) and County of Volusia (“County”), sometimes herein referred to as “Party” or “Parties” as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida (“2014 ISBA”); and

WHEREAS, the 2014 ISBA established a Municipal Service Area (“MSA”) and Joint Planning Area (“JPA”) as depicted on Map 1 thereto; and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida; and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this Second Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.
2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include the area shown and depicted on Map 3 to this Second Amended Agreement.
3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA and Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement shall be construed to also include the expanded MSA and JPA depicted in Map 3 to this Second Amended Agreement.
4. The governing bodies of the City and County shall approve this Second Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.
5. This Second Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this Second Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Second Amended Agreement.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Jeff Brower
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jeff Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.

NOTARY PUBLIC

ATTEST:

CITY OF ORMOND BEACH

Joyce Shanahan
City Manager

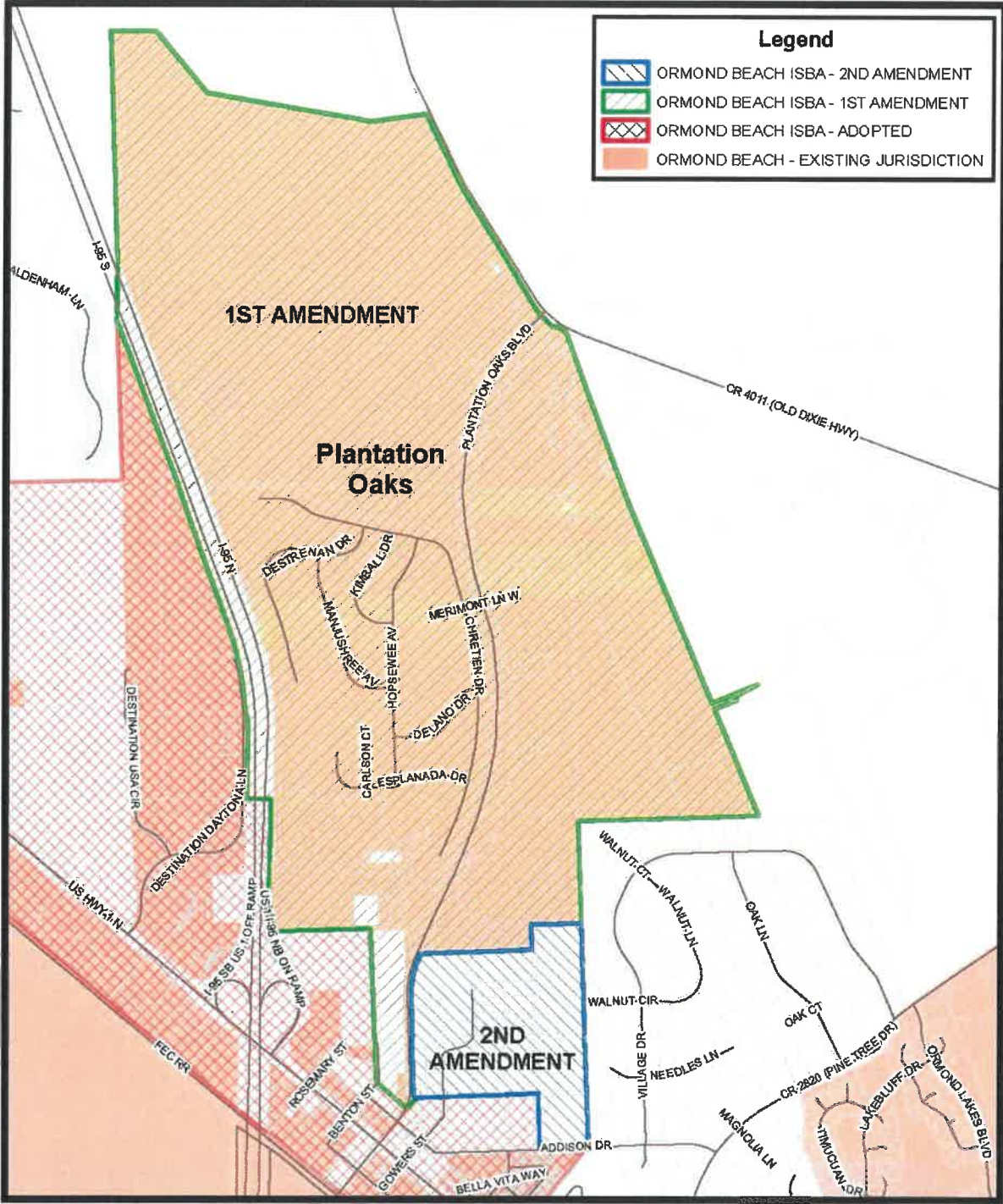
Bill Partington
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.

NOTARY PUBLIC

MAP 3



**ORMOND BEACH ISBA
RIDGE HAVEN ADDITION**

Prepared By: The City of Ormond Beach
G.I.S. Department - September 28, 2021



1 inch = 1,600 feet

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

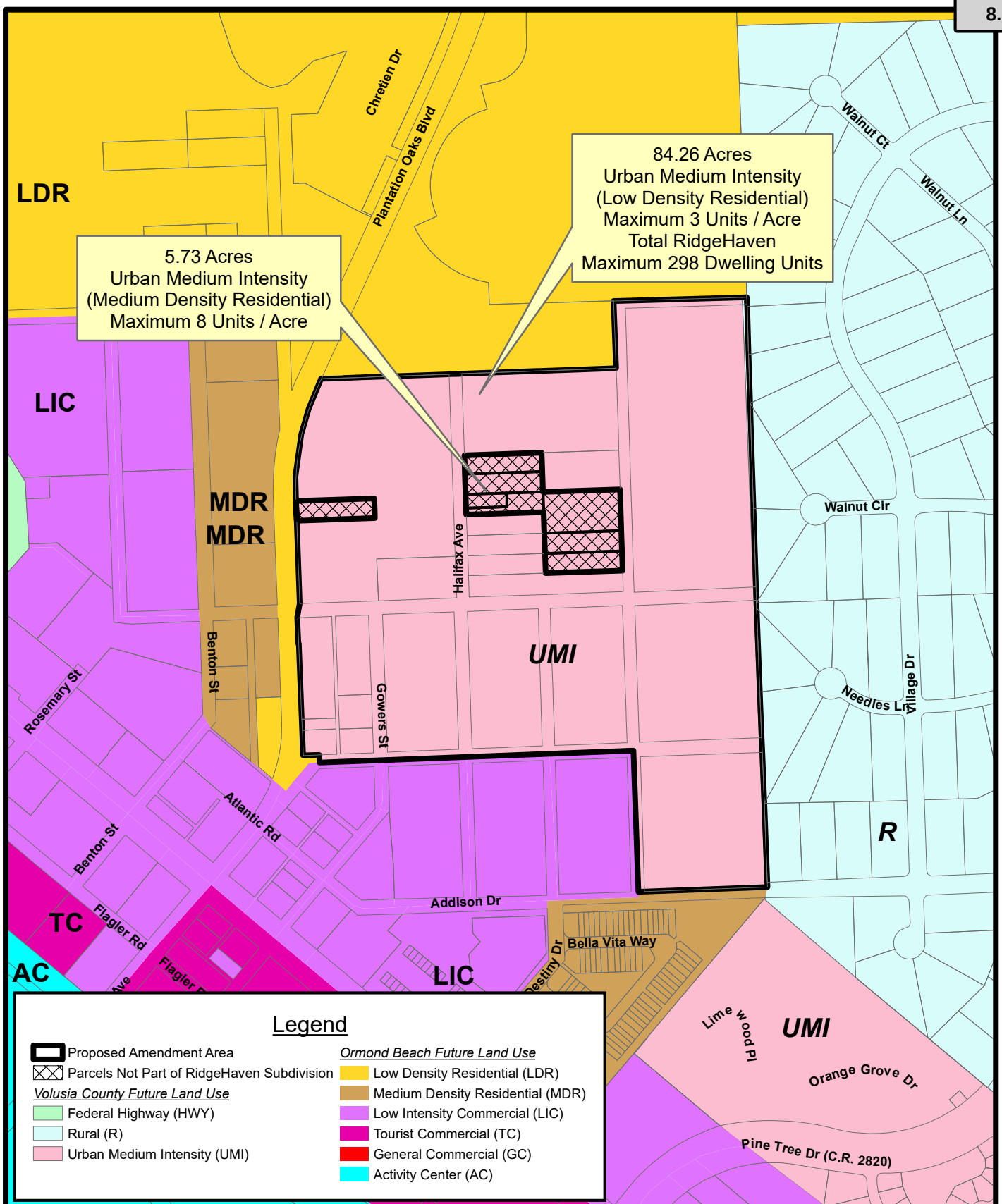
I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2021-43 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 8th day of December, 2021.

SEAL



Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA



NORTH US 1 (2nd AMENDED) ISBA EXISTING AND PROPOSED FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 18, 2022



N.T.S.

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

March 10, 2022

6:00 PM

City Commission Chambers
 22 South Beach Street
 Ormond Beach, FL 32174

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

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Harold Briley, Vice Chair
 G.G. Galloway
 Al Jorczak
 Mike Scudiero
 Angeline Shull
 Lori Tolland
 Doug Thomas, Chair

Staff Present

Steven Spraker, Planning Director
 Becky Weedon, Senior Planner
 Robin Gawel, Senior Planner
 Randy Hayes, City Attorney
 Marcella Miller, Recording Technician

II. INVOCATION

Chairman Thomas led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

Now, to the barbecue sign or as I like to call it, “the pig”. It is an original vintage sign approaching nearly one hundred years of age. I bought it from a collector in Los Angeles and its story is that it hung over one of the many barbecue restaurants in Memphis, Tennessee on Beale Street. It wasn’t inexpensive but beauty comes with a price. I believe that if you will allow me to display the sign over The Pumphouse, it will be the beginning of structural art in the downtown. It is not signage per se but instead equivalent to an installation of cows I have seen in downtown Chicago and New York City and Los Angeles, as well as other cities all embracing structural art.

In closing, I hope that you see the beauty in the piece and allow me to install one more amazing piece in the downtown that will catch peoples’, visitors’ and residents’ eyes and make them want to stop and investigate our beautiful downtown.

I’m sorry I couldn’t be here tonight as I am on a business trip to Los Angeles. Thank you for your time and consideration.

Yours truly

Bill Jones

Chairman Thomas opened the public hearing for comments. Hearing none, he turned it over to the Board for discussion.

Mr. Briley reiterated the appreciation of the ability in the Land Development Code (LDC) to have flexibility to allow signage such as proposed in this application.

Mr. Jorczak noted that the signage adds character to the Downtown.

Ms. Tolland motioned to approve SE2022-019(B) – 124 West Granada Boulevard, Special Exception. Ms. Shull seconded it. Vote was called, and the motion was approved (7-0).

C. LUPA 2022-023 – Second Amended Interlocal Service Boundary Agreement (ISBA) Future Land Use Map Amendment (Small Scale)

Ms. Becky Weed, Senior Planner, stated that the request is an administrative request to amend the City of Ormond Beach Comprehensive Plan’s Future Land Use Map to include the expansion of the Municipal Service Area land uses consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended. Ms. Weed explained the amendments:

1. Land area owned by RidgeHaven – 84.26 acres: From existing Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LSR). The proposed condition to limit density: The maximum gross density shall not exceed three (3) units per acre and total units for all lands within the RidgeHaven subdivision (including the 19.19 acres to the south) shall not exceed 298 residential units.
2. Parcels within individual ownership (not owned by RidgeHaven) – 5.73 acres: From existing Volusia County “Urban Medium Density” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR). Proposed condition to allow same density as Volusia County: The maximum gross density shall not exceed eight units per acre.

Ms. Weedo explained the prior actions of the adoption of the original N. US1 Interlocal Service Boundary Agreement (ISBA); Adoption of the first amended N. US1 ISBA, to expand the joint planning and service area to include the Plantation Oaks subdivision and 13 other privately owned properties; Adoption of the second amended N. US1 ISBA to expand the joint planning and service area to include the RidgeHaven land area and eight other privately owned properties; Adoption of the second amended ISBA by the Volusia County Council on February 15, 2022 with conditions; and City Commission approval of the annexation of the RidgeHaven area at First Reading on March 1, 2022.

Ms. Weedo stated that the amendment to the Future Land Use Map is being processed as a small-scale amendment per Florida Statutes related to joint planning agreements. She added that this amendment is the companion document to the Comprehensive Plan Element amendments next on the agenda and the following applicant initiated small scale future land use map amendment to the 19.19 acres south. Ms. Weedo continued that the City Commission first reading of this amendment is planned to be on April 19th with the second reading on May 3rd and submittal to the DEO and VGMC on May 10th.

Ms. Weedo explained that the land use map limitations are proposed in order to meet the goal of applying similar land use classifications and maintaining existing entitlements. Approximately 84.26 acres are owned by RidgeHaven and there are eight parcels individually owned, totaling approximately 5.73 acres. The policy table proposes different limitations based on whether the parcel is owned by RidgeHaven or one of the eight individually owned parcels. Ms. Weedo added that based on policy limitations, the proposed amendment from County Future Land Use to City Land Use will decrease density by about 422 potential dwelling units on properties owned by RidgeHaven. Intensity will also decrease by over 1.1 million square feet. Using the policy limitations, no major impact from the change from County to City Future Land Use is anticipated.

Ms. Weedo stated that staff determines that the proposed amendment meets the goals, objectives, and policies of the City's comp plan, and the requirements established by Florida Statutes, the proposed uses are appropriate, the amendment provides adequate infrastructure, and will not impact surrounding jurisdictions, especially since the amendment and limitations are in compliance with the adopted Second Amended Interlocal Service Boundary Agreement (ISBA) between Volusia County and the City of Ormond Beach. Ms. Weedo concluded that staff recommends that the Planning Board recommend approval to the City Commission of the proposed Comprehensive Plan amendments to the Future Land Use Map (FLUM) to implement the terms of the Second Amended Interlocal Service Boundary Agreement (ISBA).

Mr. Scudiero asked for clarification on if it lowers the density by over four hundred units. Ms. Weedo answered that the density reduction is based on their entitlements with the Volusia County land use designation.

Mr. Jorczak commended the staff on their work on the proposal and bringing it into the ISBA and the work to reduce the density and number of homes.

Ms. Shull asked for clarification of the medium-density versus low-density. It was clarified that the "Urban Medium Intensity" is going to "Low Density Residential".

Mr. Spraker replied that the RidgeHaven property is going to “Low Density Residential”. The property owner agreed to go to three (3) units per acre for their portion of the ISBA and staff maintained the eight (8) units per acre in the areas outside the RidgeHaven development. The goal with the remaining parcel is to give them the exact density (eight units per acre) that they had in the County without taking entitlements away for the enclaves. Mr. Spraker added that the RidgeHaven project would still have to go through a site plan and a Planned Development.

Mr. Briley asked about the stand-alone parcel on the left through the hatched parcel and what they can develop there at eight units per acre. Mr. Spraker answered a duplex, and that they will still have through permitting to ensure that density would work on the property.

Mr. Glen Storch, PA, Storch Law Firm, stated that the city has been working with their firm and Volusia County to approve the ISBA. He commented that a higher quality product will be delivered with this change, reducing density. He elaborated that 800 units could have been built on the property and now the density can be reduced by 530 units. Mr. Storch noted that two-unit villas can be put on some of the property. The maximum number of units for both sites will be a total of 298. He explained that they purchased every enclave that would sell.

Ms. Tolland asked if the density is being concentrated in the enclaves. Mr. Storch clarified that they do not have control over the enclaves but when annexing in and changing the ISBA, the agreement with the enclaves are that nothing will affect them. Roads will be installed to their locations with it being in their best interest to annex into the city for water and sewer connections.

Mr. Briley asked if the enclaves will be encouraged to follow suit to prevent mixed-use in the area. Mr. Spraker expressed that if the land use allows eight units per acre and the zoning allows multi-family then the enclaves have the right to do what is allowed in land use and zoning regulations. He continued that the size of the property may not lend itself to a multi-family development, although a duplex may be allowed. The enclaves maintain the same rights that they had in Volusia County. The focus is on maintaining whatever entitlements they have. The current stage in the process at hand is for the land use. Mr. Briley concluded that he hopes that in the future when they want to develop, that they are encouraged to stay within the same flavor of the surrounding use.

Attorney Hayes provided the history of the ISBA, reiterating past Volusia County issues on U.S. Highway 1. The ISBA sought to bring the corridor under the city’s jurisdiction which allows the City to take jurisdiction and seek to improve the area. He continued that a benefit to the ISBA is that it provides legal authority for the city to annex properties even though there may be an enclave, otherwise it would not be possible. Attorney Hayes stated that under Florida law, once a property is annexed into a City under the ISBA, there is an obligation to provide a similar same use as to the entitlements it enjoyed in the County. No one is forced to annex under the ISBA.

Audience Comments

Mr. Joseph Valerio, 1213 Northside Drive, commented that he would like the Board to consider preserving the oak trees in new development and not clear-cutting. He continued that he would like the language added to the process.

Mr. Warren Wesley, 22 Needles Lane, expressed his concern with the development with the wildlife and what will happen to them. He added that he received an abutter letter ten days ago and is concerned with why he has not heard of this prior to that as an adjacent land owner to the property.

Ms. Weedo explained that this is a future land use amendment and explained the process that when it comes back for the zoning it will most probably be a Planned Residential Development (PRD). At that time is when the project can provide additional information what will take place with the property.

Mr. David Boswell stated that he is a state licensed contractor, lives in the vicinity of the property and was in the original meetings on the property with the County, and has concerns with what has been omitted that was promised to the County and Pine Run residents. He expressed that he feels it is being downgraded. It was said that there would be a 150' wildlife corridor. Mr. Boswell commented that he has grown up in construction and land surveying and is concerned with the aesthetics of the community and the promised municipalities such as fire departments, schools and grocery stores. He is concerned with Ormond Beach turning out like Holly Hill such as where developers have made promises and then the residents do not have the money to upgrade their sanitary system. Mr. Boswell advised that he knows building will take place but want to stay within the context of what was laid out in County meetings.

He commended the City of Ormond Beach for working with the residents. Mr. Boswell concluded that his mother sold the old gas station property that is now The Pumphouse, to Mr. Bill Jones because they could not get any sign approvals, or parking at the time.

Mr. Glen Storch, PA, Storch Law Firm, responded to Mr. Boswell's comments, explaining that this is a Comprehensive Plan review is to reduce the density for the property and added that regarding the trees, the project is in the design stage and has higher standards than the County. The purchaser of the property is a resident of Ormond Beach and wants to do something that he can be proud of. Mr. Storch advised that 15 percent of the property is set aside for trees as well as four to five acres of wetland preservation.

Ms. Tolland asked for additional information the speaker was referring to with the wildlife corridor aforementioned. Mr. Storch replied in his research he has not seen the information on it in the title or the County Comprehensive Plan, zoning codes or Land Development Code (LDC).

Mr. Briley asked if the matter can be discussed and encouraged when it comes time for the neighborhood meetings. Mr. Spraker replied that Ormond Beach is unique and explained how with the land use amendment, it is a city requirement that everyone within 300 feet of the property is notified via certified mail. Following notification the matter goes to the Site Plan Review Committee (SPRC) and that information is placed on the City website. The next step is the neighborhood meeting.

Mr. Spraker continued that after the first submittal, a neighborhood meeting is coordinated, followed by the Planning Board and City Commission meetings. He reiterated that tonight is only regarding the land use where it is being reduced by 422 units and a million square feet of commercial. The Volusia County analysis showed that the land can support 1,054 units. He offered his business card for any communications or meetings on the matter.

Chairman Thomas commented that people are not aware of how the process works and asked that there be an outline so that it is clearer on the overhead projector.

Mr. Scudiero added that as the process plays out there will be a better visual on it all. Concerns will be taken to hear prior to the Board voting on anything down the line. He commented that anything that reduces density should be a yes.

Mr. Galloway was interested to obtain more information on the wildlife corridor referenced by the speaker.

Mr. Jorczak applauded the property owner's and staff's efforts with reducing the density.

Mr. Briley concurred, "It's a no-brainer".

Ms. Shull motioned to approve LUPA 2022-023 – Second Amended Interlocal Service Boundary Agreement (ISBA) Future Land Use Map Amendment (Small Scale). Ms. Tolland seconded it. Vote was called, and the motion was approved (7-0).

D. CP 2022-024 – Comprehensive Plan Text Amendments Related to the Second Interlocal Service Boundary Agreement (ISBA)

Ms. Becky Weed, Senior Planner, stated that this item is one of the companion documents to the previous Second Amended ISBA Future Land Use Map (FLUM) amendment and is an administrative request to amend the City of Ormond Beach Comprehensive Plan's Future Land Use and Intergovernmental Coordination to update language and references consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and Volusia County pursuant to Chapter 171, Part II, Florida Statutes, as amended. She added that since the Second Amended ISBA has been adopted, the Comprehensive Plan amendments must be processed to update the policies and objectives consistent with the expanded joint planning and service area. A summary of the proposed amendments were shown overhead and explained.

Ms. Weed noted that the amendments are text amendments to Comprehensive Plan Elements, and the item will be processed as a large scale amendment which requires an expedited State review by the Department of Economic Opportunity (DEO) and a review by the Volusia Growth Management Commission (VGMC). The City Commission first reading of this amendment is planned to be on April 19th with transmittal to DEO and VGMC by April 29th. She continued that second reading is tentatively scheduled on June 7th and submittal of the adopted package to DEO and VGMC by June 17th.

ORDINANCE NO. 2022-XX

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO INCORPORATE THE PROVISIONS OF THE SECOND AMENDED NORTH US HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING TRANSMITTAL; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida) for the North US Highway 1 area depicted in Exhibit "A" Map 1 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683 of the Public Records of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A" Map 2 attached hereto, and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2022, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978 of the Public Records

of Volusia County, Florida) for the North US Highway 1 amended area depicted in Exhibit "A" Map 3 attached hereto, and incorporated herein by reference; and

WHEREAS, the real property subject to the *Comprehensive Plan* Future Land Use Map amendment is legally described and depicted in Exhibit "B" which Exhibit is attached hereto and incorporated herein by reference; and

WHEREAS, in accordance with the ISBA and section 171.203(9), *Florida Statutes*, the *Comprehensive Plan's* Future Land Use Map designation of real property is proposed to be changed (1) for 84.26± acres, known as the RidgeHaven property, from Volusia County "Urban Medium Intensity" (UMI) to City of Ormond Beach "Low Density Residential" (LDR) and (2) for 5.73± acres from Volusia County "Urban Medium Intensity" (UMI) to City of Ormond Beach "Medium Density Residential" (MDR) as depicted in Exhibit "C" Future Land Use Map attached hereto and incorporated herein by reference; and

WHEREAS, the RidgeHaven proposed subdivision is the entire land area as legally described in Exhibit "C" and Exhibit "D", and

WHEREAS, the property owner of the 84.26± acres, known as the RidgeHaven property, has voluntarily consented to a density restriction of three (3) units per gross acre in the entire RidgeHaven proposed subdivision not to exceed 298 residential lots, and

WHEREAS, the properties not owned by the RidgeHaven subdivision, totaling 5.73± acres, shall have a maximum gross residential density of eight (8) units per acre, the same density as allowed by the Volusia County land use category, and

WHEREAS, by Ordinance No. 90-36, the City Commission did adopt the City of Ormond Beach *Comprehensive Plan*, as required by the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, *Florida Statutes*) which *Comprehensive Plan* has been subsequently amended, and

WHEREAS, the local planning agency, being the Planning Board, duly held a public hearing, with due public notice, on the requested *Comprehensive Plan* amendment, and has recommended approval thereof, and

WHEREAS, the requested Comprehensive Plan amendment is not located within an area of critical state concern, and

WHEREAS, in accordance with section 171.204(2), *Florida Statutes* An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small-scale amendment, and

WHEREAS, the requested *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendment, as described in §163.3184(3)(c)(1), (4)(e)(1) and (11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, 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 legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of certain real property depicted in Exhibit “B” attached hereto, and as shown on the Future Land Use Map incorporated into the Future Land Use element of Ormond Beach *Comprehensive Plan*, is hereby changed (1) for 84.26± acres, known as the RidgeHaven property, from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR) and (2) for 5.73± acres from Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR) depicted in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION THREE. The RidgeHaven proposed subdivision is the entire land area as legally described in Exhibit “A” and Exhibit “C”.

SECTION FOUR. The Future Land Use Map incorporated into the Future Land Use element of Ormond Beach *Comprehensive Plan* shall be annotated with the following conditions (1) the 84.26± acres, known as the RidgeHaven property, shall have a density restriction of three (3) units per gross acre with the entire RidgeHaven proposed subdivision legally described in Exhibit “C” and Exhibit “D” not to exceed 298 residential lots and (2) the properties not owned by the RidgeHaven subdivision totaling 5.73+ acres shall have a

gross residential density of eight (8) units per acres, the same density as allowed by the Volusia County land use category.

SECTION FOUR. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FIVE. The Planning Director is hereby authorized and directed to transmit copies of the notice and of this adopted Comprehensive Plan amendment to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, within ten (10) working days of the adoption of this Ordinance, and shall also transmit copies to any other person or entity requesting a copy.

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

SECTION SEVEN. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (June 3, 2022); provided, however, that if challenged within 30 days after adoption (June 2, 2022), this Comprehensive Plan amendment shall not become effective until the Florida 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.

PASSED UPON at the first reading of the City Commission, this 19th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of May, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

DISPLAY AD

**CITY OF ORMOND BEACH
NOTICE OF PUBLIC HEARING
SMALL SCALE COMPREHENSIVE PLAN
LAND USE AMENDMENT**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Ormond Beach, Florida, will hold a Public Hearing at **7:00 PM on Tuesday, May 3, 2022** in the City Commission Chambers, City Hall, 22 South Beach Street, Ormond Beach, Florida, to consider an administrative amendment to its Comprehensive Plan to change the Volusia County Future Land Use (FLU) to City FLU designations of the Second Amended Interlocal Service Boundary Agreement (ISBA) as follows:

Land area owned by RidgeHaven - 84.26 acres: From existing Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Low Density Residential” (LDR). **Proposed condition to limit density:** The maximum gross density shall not exceed three (3) units per acre and total units for all lands within the RidgeHaven subdivision (including the 19.19 acres to the south) shall not exceed 298 residential units.

Parcels within individual ownership (not owned by RidgeHaven) - 5.73 acres: From existing Volusia County “Urban Medium Intensity” (UMI) to City of Ormond Beach “Medium Density Residential” (MDR). **Proposed condition to allow same density as Volusia County:** The maximum gross density shall not exceed eight (8) units per acre.

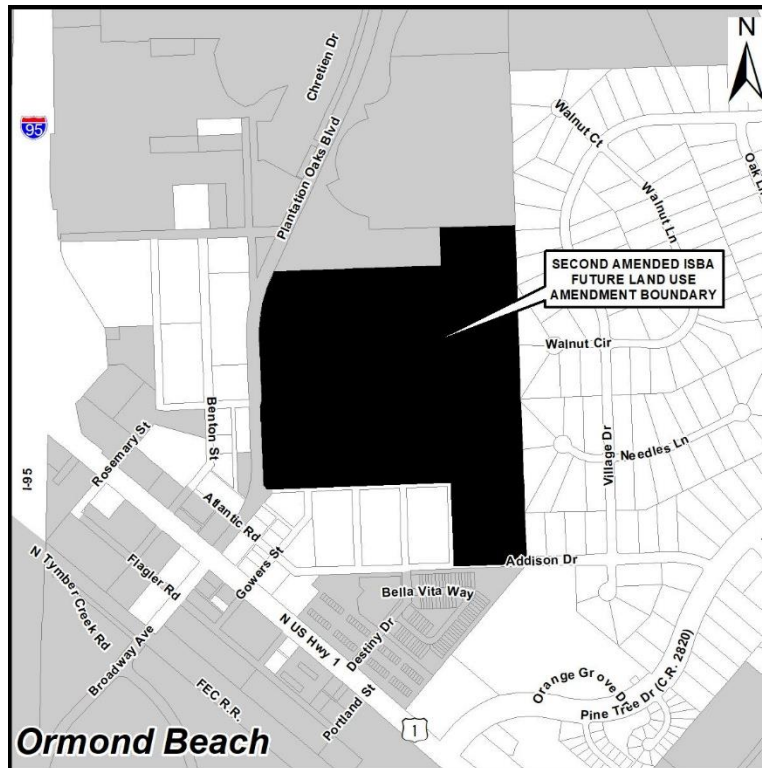
The ISBA is an agreement between Volusia County and the City of Ormond Beach to allow Ormond Beach to have permitting authority of land areas within the ISBA. The ISBA requires the assignment of city land use to properties within the land area. The amendment does not provide any specific development approval, but instead a framework of uses, density, and intensity. The Comprehensive Plan land use map amendment from Volusia County land use to City land use designations will result in a reduction of existing Volusia County residential and non-residential entitlements for the RidgeHaven land area.

The Ordinance title is as follows:

ORDINANCE NO. 2022-XX

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO INCORPORATE THE PROVISIONS OF THE SECOND AMENDED NORTH US HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA) BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AUTHORIZING TRANSMITTAL; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

The properties are shown on the map below:



ALL PARTIES ARE INVITED to appear and submit oral or written objections or comments. The failure of a person to appear during said hearing and comment on or object to the amendment, either in person or in writing, may preclude the ability of such person to contest the amendment at a later date. Copies of the request are available for inspection by the public in the Department of Planning, Ormond Beach City Hall, 22 South Beach Street, Room 104, Ormond Beach, Florida.

PERSONS WITH A DISABILITY, SUCH AS A VISION, HEARING OR SPEECH IMPAIRMENT, OR PERSONS NEEDING OTHER TYPES OF ASSISTANCE, AND WHO WISH TO ATTEND THIS MEETING MAY CONTACT THE CITY CLERK IN WRITING, OR MAY CALL (386) 676-3228 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY A CITY BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THESE PUBLIC MEETINGS, 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 PROCEEDING IS MADE, INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

CITY CLERK
CITY OF ORMOND BEACH

INSTRUCTIONS TO PUBLISHER:

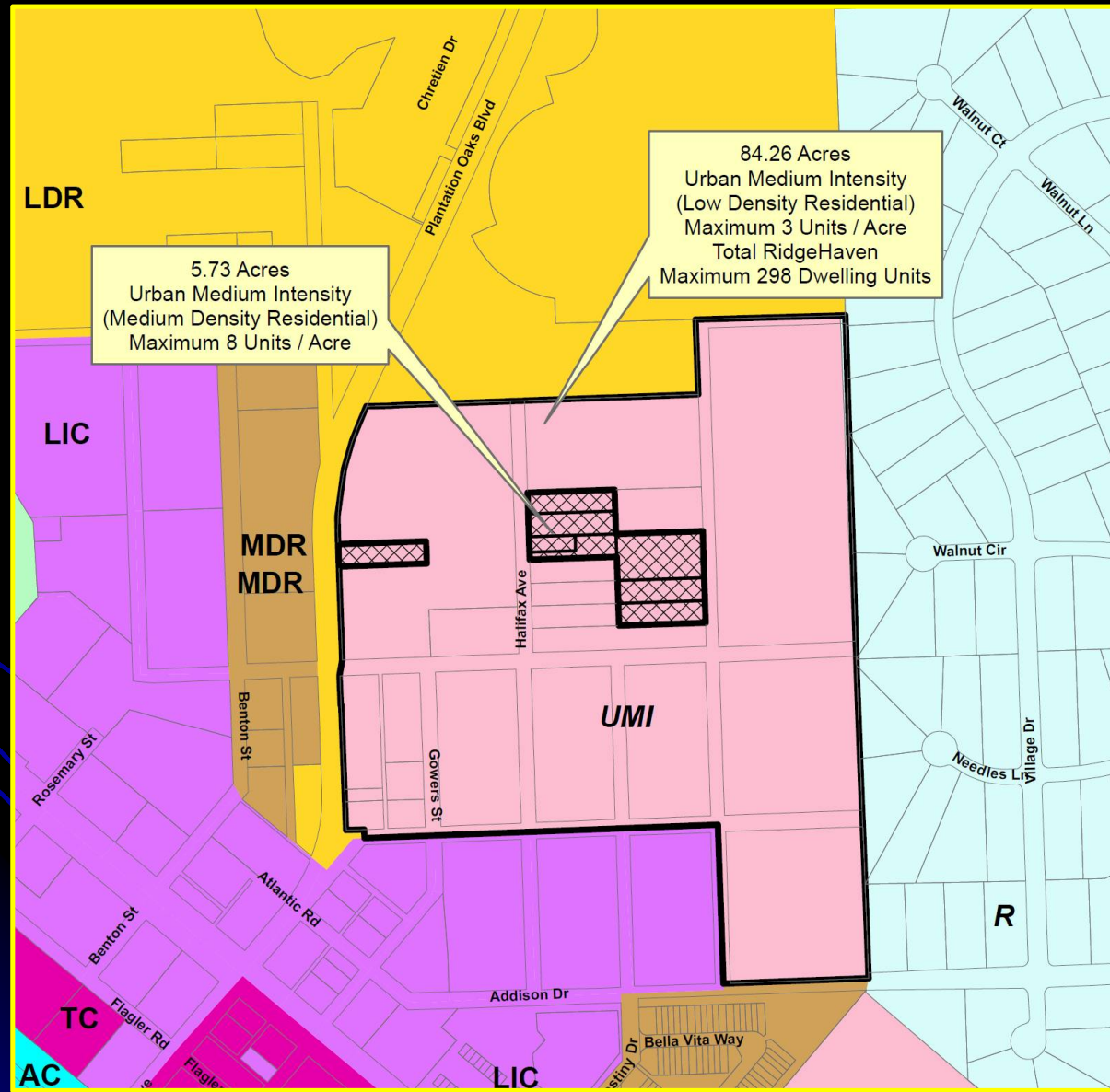
THIS DISPLAY AD to appear one time only in the Daytona Beach News Journal on Friday, April 22, 2022. The ad must be no less than 2 columns wide by 10” long; heading must be no less than 18 pt. and not in classified section.

Please send notarized Proof of Publication to: City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175-0277

The March 10, 2022 Planning Board Minutes will be uploaded as soon as completed.

2nd ISBA FLUM Amendment

RidgeHaven property and enclaves

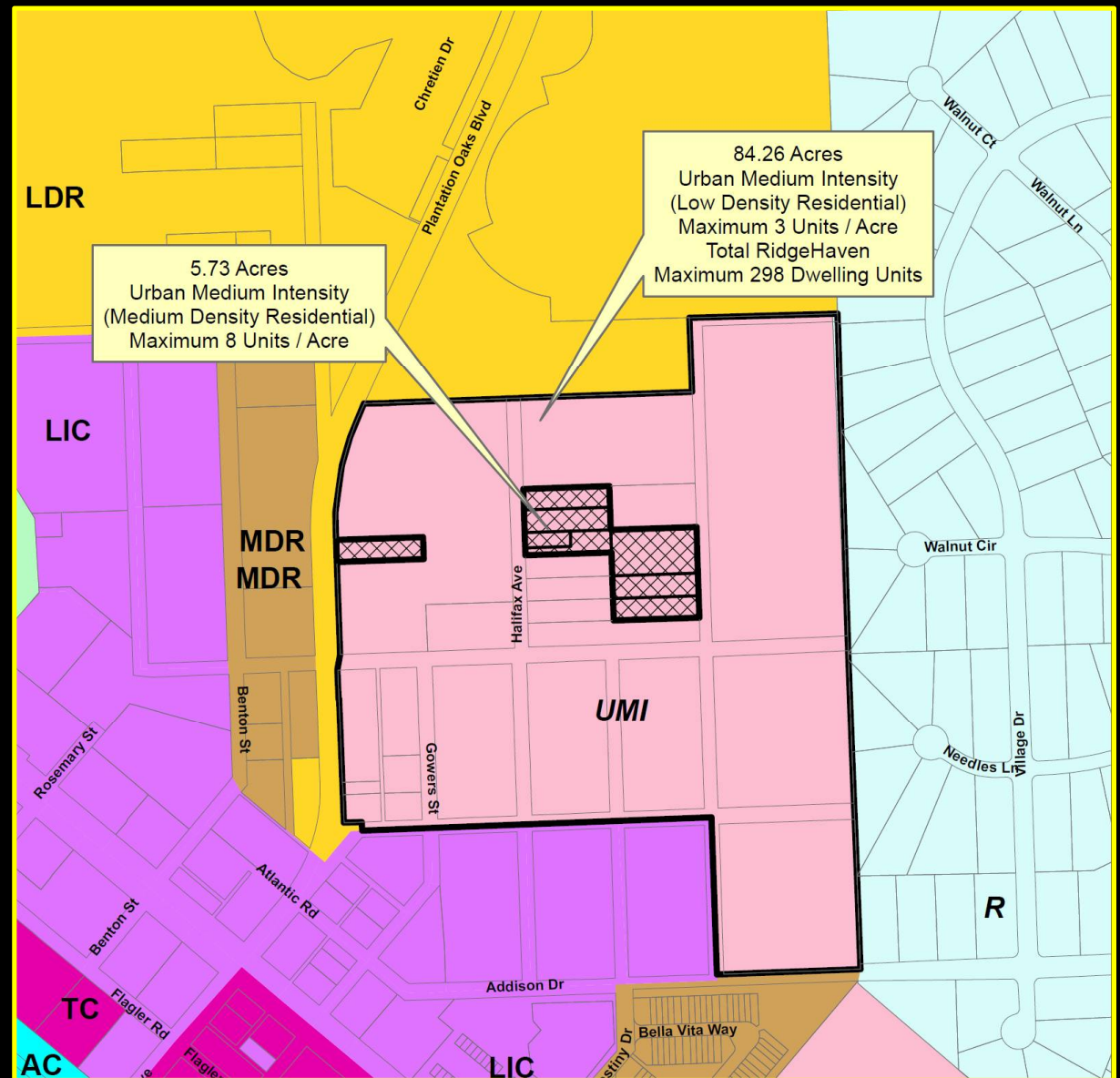


Process

- | IBSA Amendment: 12/7/2021 and Volusia County 02/15/2022
- | Annexation: 03/01/2022 and 03/22/2022
- | Land Use: 03/10/2022 Planning Board and 04/19/2022 & 05/3/2022 City Commission
- | Subdivision Plan: To be determined
- | Neighborhood meeting: To be determined
- | ROW vacation: To be determined
- | Zoning Map Amendment: To be determined
- | Construction plans: To be determined
- | Platting: To be determined

RidgeHaven lands

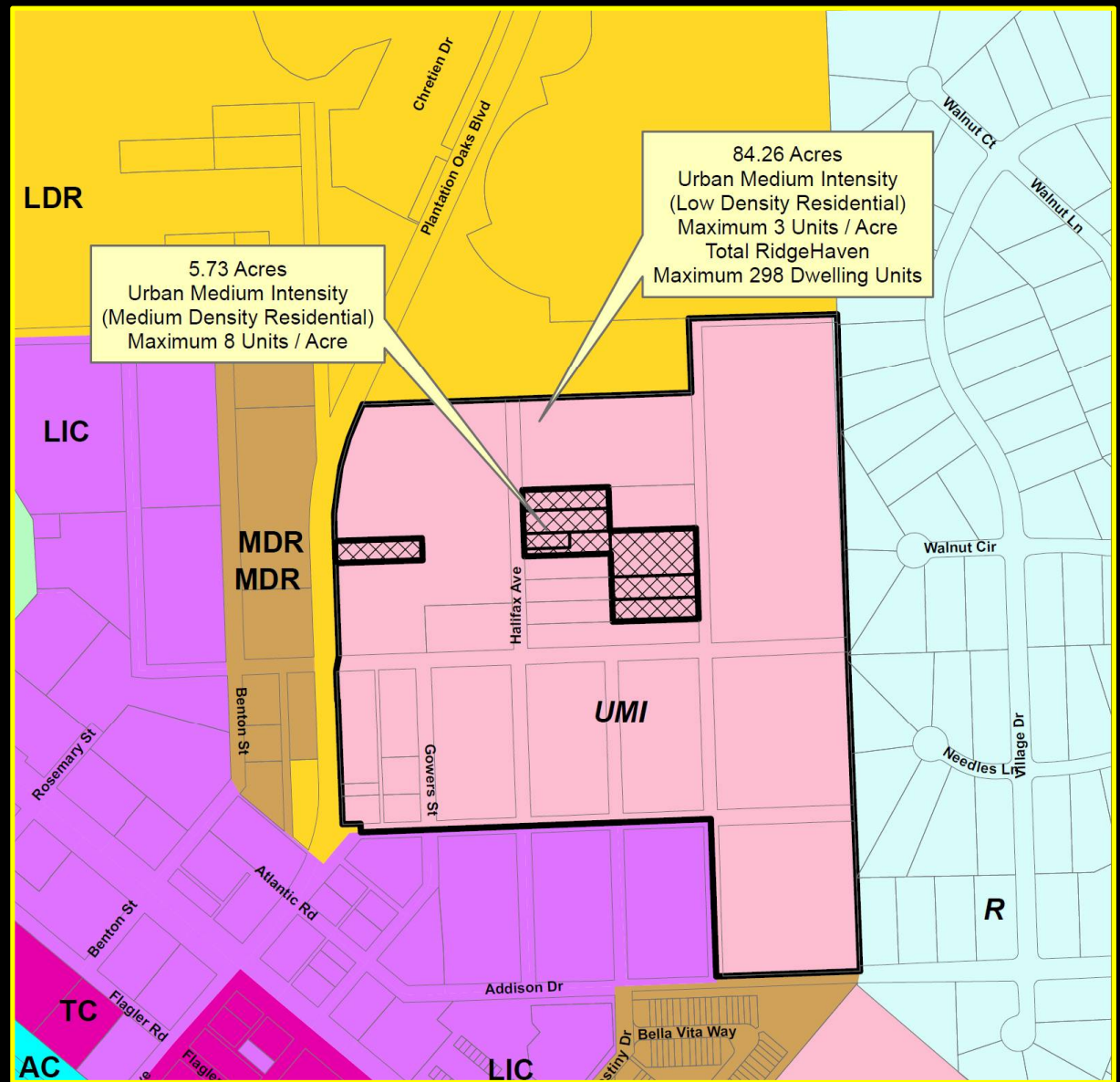
- Ø 84.26 acres
- Ø Property owner initiated reduction to 3 units per acre.
- Ø Decrease of residential units by 422 dwelling unit.
- Ø Decrease of 1.1 million of square feet of non-residential building entitlement.
- Ø Application is only for land use – no site plan proposed.
- Ø All RidgeHaven land area has a 298 unit subdivision maximum.



Enclaves

Ø 5.73 acres

Ø Maintain the same density as existing in Volusia County – 8 units per acre.



Recommendation

Staff Recommendation: Approval

Planning Board Recommendation: Approval (7-0)

Next steps:

- Ø Second reading on 05/03/2022.
- Ø Transmittal to VGMC, abutting cities, and DEO.
- Ø Await applicant's submittal of site plan and zoning information for RidgeHaven lands.
- Ø Administrative rezoning of enclave properties.



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 19, 2022

Subject: Future Land Use Amendment - RidgeHaven

Commission Goal: Governance - Other

Introduction

This is a request by Corey D. Brown, authorized representative on behalf of Snilloc Family LP Number One and RidgeHaven LLC, property owners, for a Small-Scale Comprehensive Plan Future Land Use Map amendment for a 19.19± acre property located within the original Interlocal Service Boundary Area adopted in 2014. The requested land use map amendment is from City “Low Intensity Commercial” (LIC) to City “Medium Density Residential” (MDR). The maximum gross density shall not exceed 8 units per acre and total units for all lands within the RidgeHaven area (including within the 84.26 acres to the north) shall not exceed 298 residential units. This application is only for the Future Land Use Map change. No site plan is proposed at this time.

Background

The 19.19-acre lands owned by RidgeHaven is within the original Interlocal Service Boundary Agreement (ISBA) area adopted in 2014. The current land use for the 19.19± acre area is “Low Intensity Commercial” and the zoning designation is B-8 (Commercial). The owners are seeking to develop the property as residential along with the 84.26-acre land area to the north within the Second Amended ISBA.

The second amendment to the North US 1 ISBA was approved by the City Commission to add the land associated with the RidgeHaven area (84.26 acres) and the 8 individually owned parcels (5.73 acres) not owned by RidgeHaven to the adopted Municipal Service Area on December 7, 2021. The Volusia County Council subsequently adopted the agreement on February 15, 2022. During the County Council presentation and discussion, the RidgeHaven representative and City staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. The RidgeHaven area includes the 84.26 acres to the north of Addison Drive adjacent to Plantation Oaks Boulevard and the 19.19 acres to the south of Addison Drive. The land use amendment for the 84.26 acres is being processed separately as a City-initiated item and a companion to this amendment.

Discussion

The applicant seeks a Small-Scale Comprehensive Plan Land Use Map amendment for a 19.19± acre land area from the existing future land use designation of “Low Intensity Commercial” to “Medium Density Residential”. The application proposes a restriction to limit the maximum gross density not to exceed 8 units per acre and total units for all lands within the RidgeHaven area (including within the 84.26 acres to the north) shall not exceed 298 residential units.

A detailed analysis is included in the attached Staff Report submitted to the Planning Board on March 10, 2022. Based on the limitations, there will be no change in the maximum number of residential units of 153 from the proposed land use change. There is also a condition that the RidgeHaven subdivision cannot exceed 298 residential units within this land area of 19.19 and the other RidgeHaven land area of 84.26 acres. The non-residential entitlements are decreased by ±167,183 square feet.

Planning Board

The Planning Board reviewed the requested Comprehensive Plan amendments on March 10, 2022, and unanimously recommended approval (7-0). There were members of the public present but there were no individuals who spoke on the Comprehensive Plan amendment request. A copy of the Planning Board minutes is attached to this City Commission item.

Next steps after the Future Land Use amendment approval will include transmittal to Florida Department of Economic Opportunity, Volusia Growth Management Commission, and abutting local jurisdictions. The applicant plans to submit a site plan and zoning map amendment that would require a neighborhood meeting, Planning Board review and City Commission action.

Budget Impact

There is no City budget impact due to the requested land use amendment.

Citizen Impact

Under the theoretical maximum development scenario from existing City Low Intensity Commercial to City Medium Density Residential Land Use designations, there will be no change in the maximum number of residential units of 153. There is also a condition that the RidgeHaven subdivision cannot exceed 298 residential units within this land area of 19.19 and the other RidgeHaven land area of 84.26 acres. The non-residential entitlements are decreased by 167,183 square feet. The number of potential trips on North US Highway 1 and water and sewer usage will theoretically be reduced with the proposed City Future Land Use Map changes and policy limitations. Staff does not expect a citizen impact with the land use amendment. Any future development will have opportunities for public input.

Recommendation

It is recommended that the City Commission approve of a Future Land Use map

amendment for a 19.19+ acre land area from the existing future land use designation of “Low Intensity Commercial” to “Medium Density Residential” with conditions for the RidgeHaven property. The Planning Board recommended approval of the proposed amendment with a 7-0 vote.

Attachments:

- 22-12 Future Land Use Amendment, Ridgehaven (P22-0049G) (PDF)
- Exhibit A Sketch and Legal RidgeHaven 19.19ac (PDF)
- Exhibit B RidgeHaven_FLUM_Amendment (PDF)
- Exhibit C Sketch and Legal for RidgeHaven 84.26ac (PDF)
- 03.10.2022 Planning Board RidgeHaven Staff Report (PDF)
- 3.10.22 Partial Planning Board Minutes (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 4/5/2022


Claire Whitley, Assistant City Manager 4/13/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2022

ORDINANCE NO. 2022-12

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 FOR REAL PROPERTY TOTALING 19.19± ACRES ASSOCIATED WITH THE RIDGEHAVEN PROPOSED SUBDIVISION FROM “LOW INTENSITY COMMERCIAL” (LIC) TO “MEDIUM DENSITY RESIDENTIAL” (MDR); PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RidgeHaven LLC, a Florida limited liability company, and Snilloc Family LP Number One, a Florida Limited Partnership (“Property Owners”), are the owners of real property totaling 19.19± acres, which is legally described and depicted in Exhibit “A” attached hereto and incorporated herein (“the Property”); and are also the owners of adjoining property described and depicted in Exhibit “C” attached hereto and incorporated herein, and

WHEREAS, the RidgeHaven proposed subdivision is the entire land area as legally described in both Exhibit “A” and Exhibit “C” (“Ridgehaven proposed subdivision”), and

WHEREAS, Corey D. Brown, Storch Law Firm, authorized representative of the Property Owners, has submitted an application to amend the City of Ormond Beach Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit A, from “Low Intensity Commercial” (LIC) to “Medium Density Residential” (MDR) as depicted on Exhibit “B” attached hereto and incorporated herein, and

WHEREAS, the Property Owners have knowingly, voluntarily and with sound mind, and without coercion or exaction by the City, consented to subject the Property to a density restriction of eight (8) units per gross acre, and have consented to the restriction that the total units shall not exceed 298 residential lots for the entire RidgeHaven proposed subdivision, and

WHEREAS, the City Commission approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) 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*, but 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, duly 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 streamlined 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 legislative findings of the Ormond Beach City Commission.

SECTION TWO. The RidgeHaven proposed subdivision is the entire land area as legally described in Exhibit “A” and Exhibit “C”.

SECTION THREE. The Future Land Use designation on the Future Land Use Map of the *Comprehensive Plan* of certain real property consisting of 19.19± acres, as legally described and depicted in Exhibit “A” attached hereto, is hereby changed from “Low Intensity Commercial” (LIC) to “Medium Density Residential” (MDR) as described and depicted in Exhibit "B".

SECTION FOUR. The Future Land Use Map incorporated into the Future Land Use Element of the *Comprehensive Plan* shall be annotated with the conditions that the Property shall have a density restriction of eight (8) units per gross acre within the 19.19± acres, and the total units in the entire RidgeHaven proposed subdivision shall not exceed 298 residential lots.

SECTION FIVE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

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

SECTION EIGHT. Pursuant to Section 163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this Ordinance (June 3, 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.

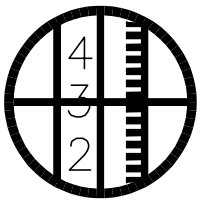
PASSED UPON at the first reading of the City Commission, this 19th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of May, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

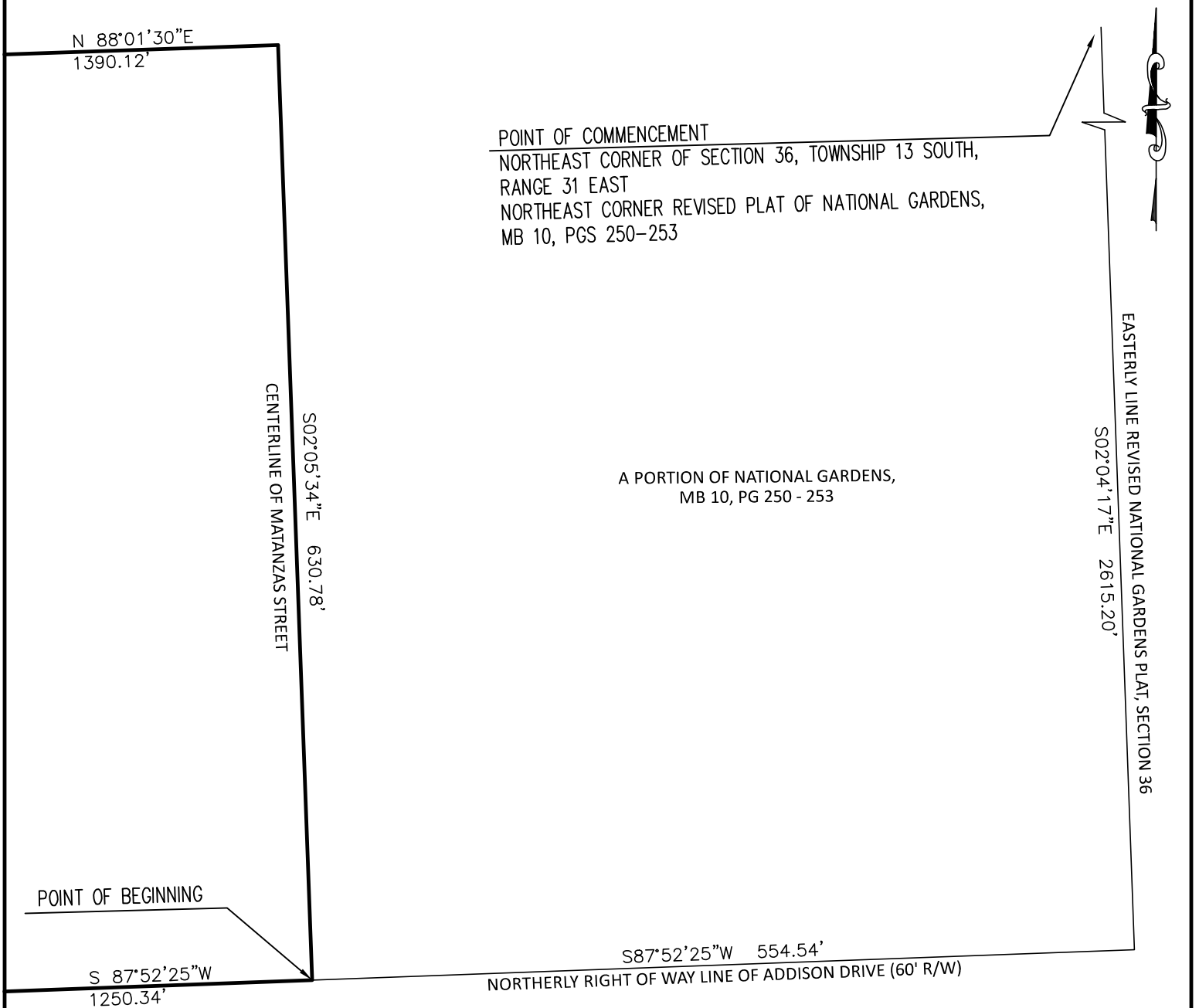
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.b

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NATIONAL GARDENS:
FOR: RIDGE DEVELOPMENT GROUP
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 1 OF 5

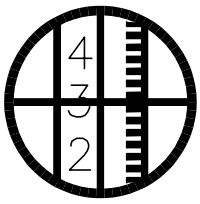
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 453



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.b

RECORDING INFORMATION

N88°01'30"E 1390.12'

CENTERLINE OF TENNANT AVENUE

A PORTION OF NATIONAL GARDENS,
MB 10, PG 250 - 253

835906 Sq. Feet
19.1898 Acres

MATCHLINE

S02°05'34"E 630.78'
CENTERLINE OF MATANZAS STREET

POINT OF BEGINNING

S87°52'25"W 1250.34'

NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE (60' R/W)

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 2 OF 5

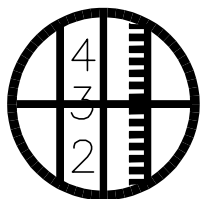
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 454



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

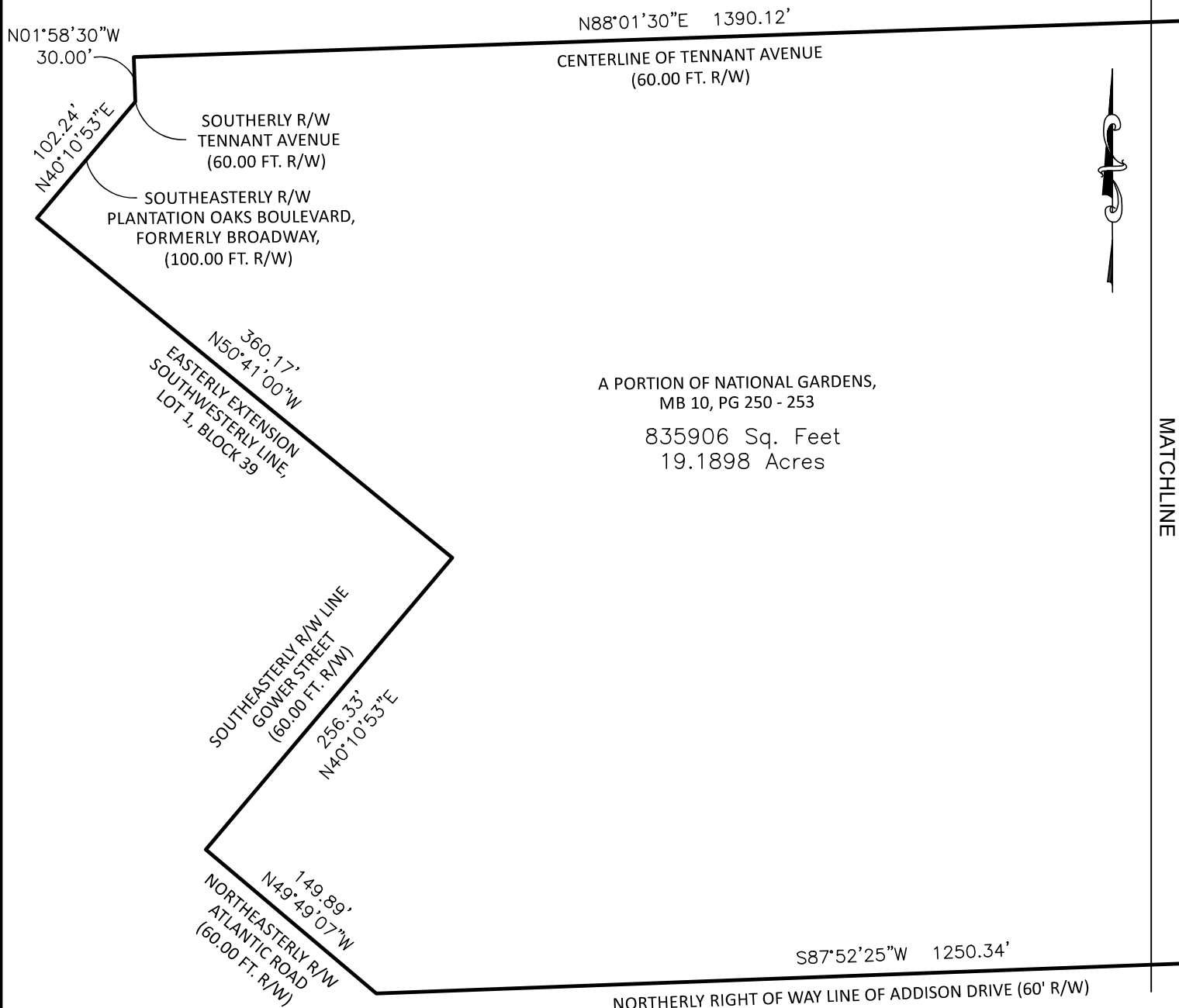
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.b

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 3 OF 5

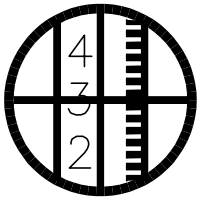
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 455



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.b

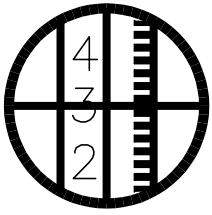
RECORDING INFORMATION

Legal Description: (ORMOND BEACH ISBA – ADOPTED)

A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE CENTERLINE OF TENNANT AVENUE, WESTERLY OF THE CENTERLINE OF MATANZAS STREET, NORTHERLY OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST. VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 554.54 FEET TO THE CENTERLINE OF MATANZAS STREET AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG NORTH RIGHT OF WAY S87°52'25"W, A DISTANCE OF 1250.34 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 149.89 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID SOUTHEASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.17 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TENNANT AVENUE, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°58'30"W, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID TENNANT AVENUE; THENCE ALONG SAID CENTERLINE N88°01'30"E, A DISTANCE OF 1390.12' TO THE CENTERLINE OF MATANZAS STREET; THENCE ALONG SAID CENTERLINE S02°05'34"E, A DISTANCE OF 630.78' TO THE POINT OF BEGINNING.

AREA: 835906 Sq. Feet, 19.1898 Acres



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

SURVEYORS NOTES:

1. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF REVISED PLAT NATIONAL GARDENS, EAST LINE SECTION 36 BEING S02°04'17"E.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE SUBJECT PARCEL HAS DIRECT PHYSICAL ACCESS TO PLANTATION OAKS BLVD., A PUBLIC STREET OR HIGHWAY.

REFERENCE: ORMOND BEACH ISBA – ADOPTED

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	FLAGLER COUNTY COUNTY FLORIDA	02-10-2022	22-0231
	RIDGE DEVELOPMENT GROUP		

SHEET 5 OF 5

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

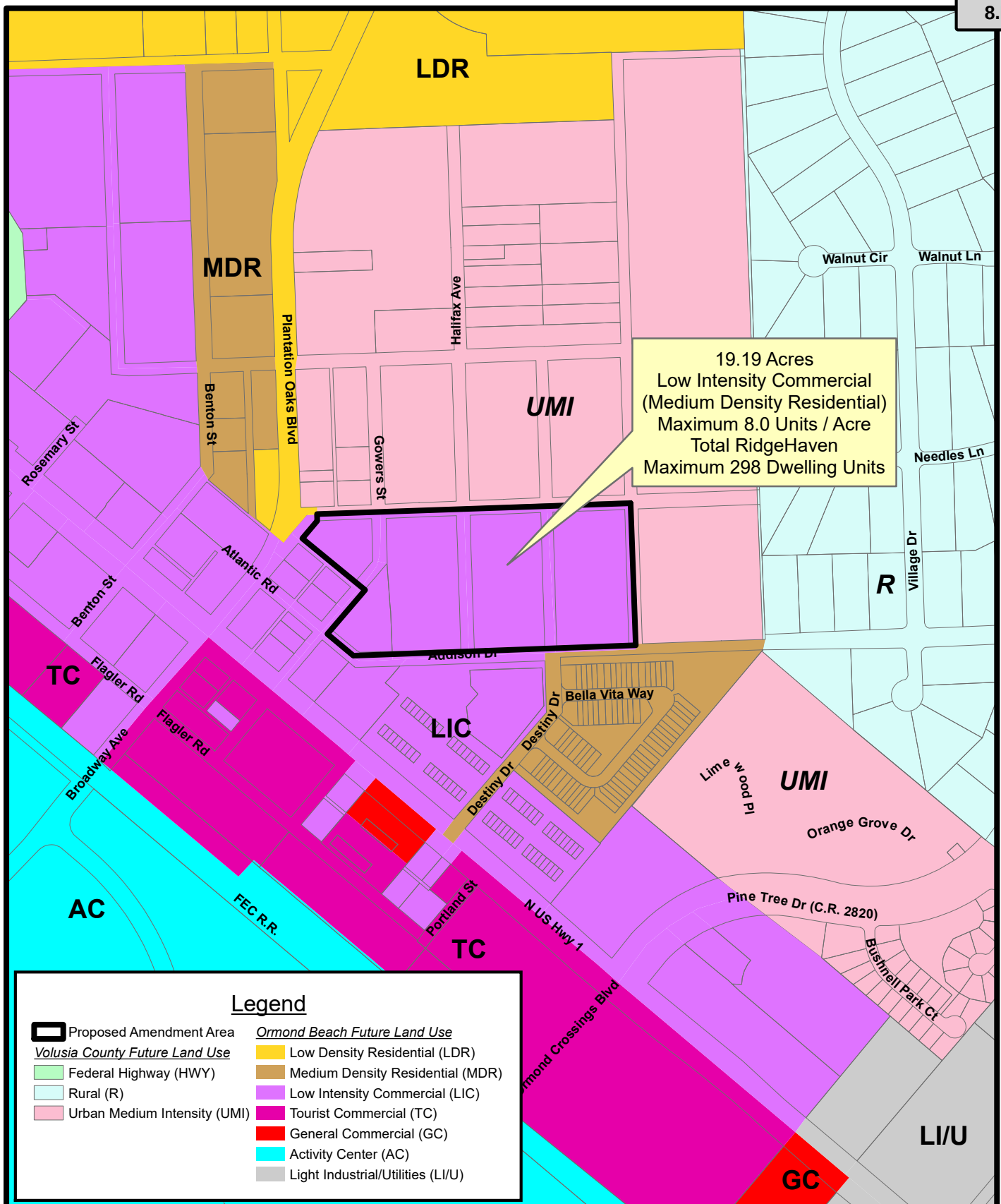
RIDGE DEVELOPMENT GROUP

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	02-10-2022	22-0231		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

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

Packet Pg. 457

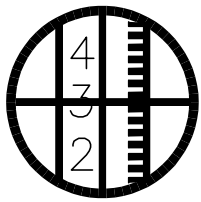


RIDGEHAVEN WITHIN NORTH US 1 ORIGINAL ISBA EXISTING AND PROPOSED FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 18, 2022



N.T.S.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

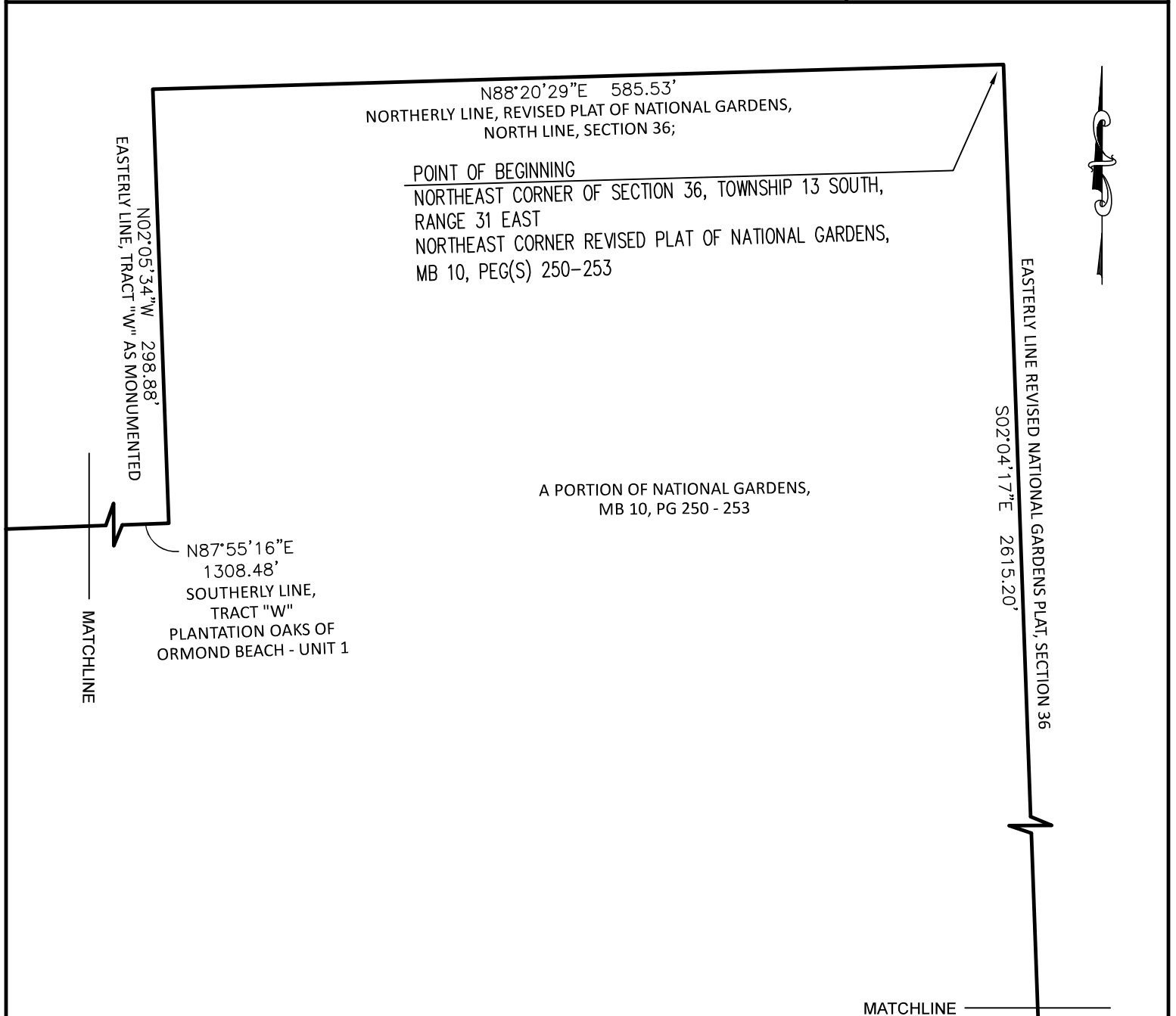
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

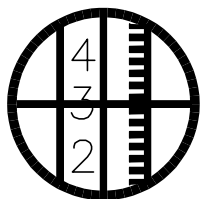
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION

TENNANT AVENUE
(60.00 FT. RW)

S88°01'30"W
1390.12'

MATCHLINE

EASTERLY LINE REVISED NATIONAL GARDENS PLAT, SECTION 36

S02°04'17"E 2615.20'

A PORTION OF NATIONAL GARDENS,
MB 10, PG 250 - 253

N02°05'34"W 630.78'

CENTERLINE OF MAJANZAS STREET
(60.00 FT. R/W)

S87°52'25"W 554.54'

NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE (60.00 FT. R/W)

GRAPHIC SCALE

0 100 200 300



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

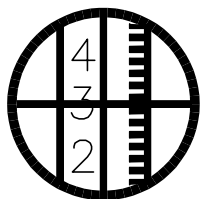
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

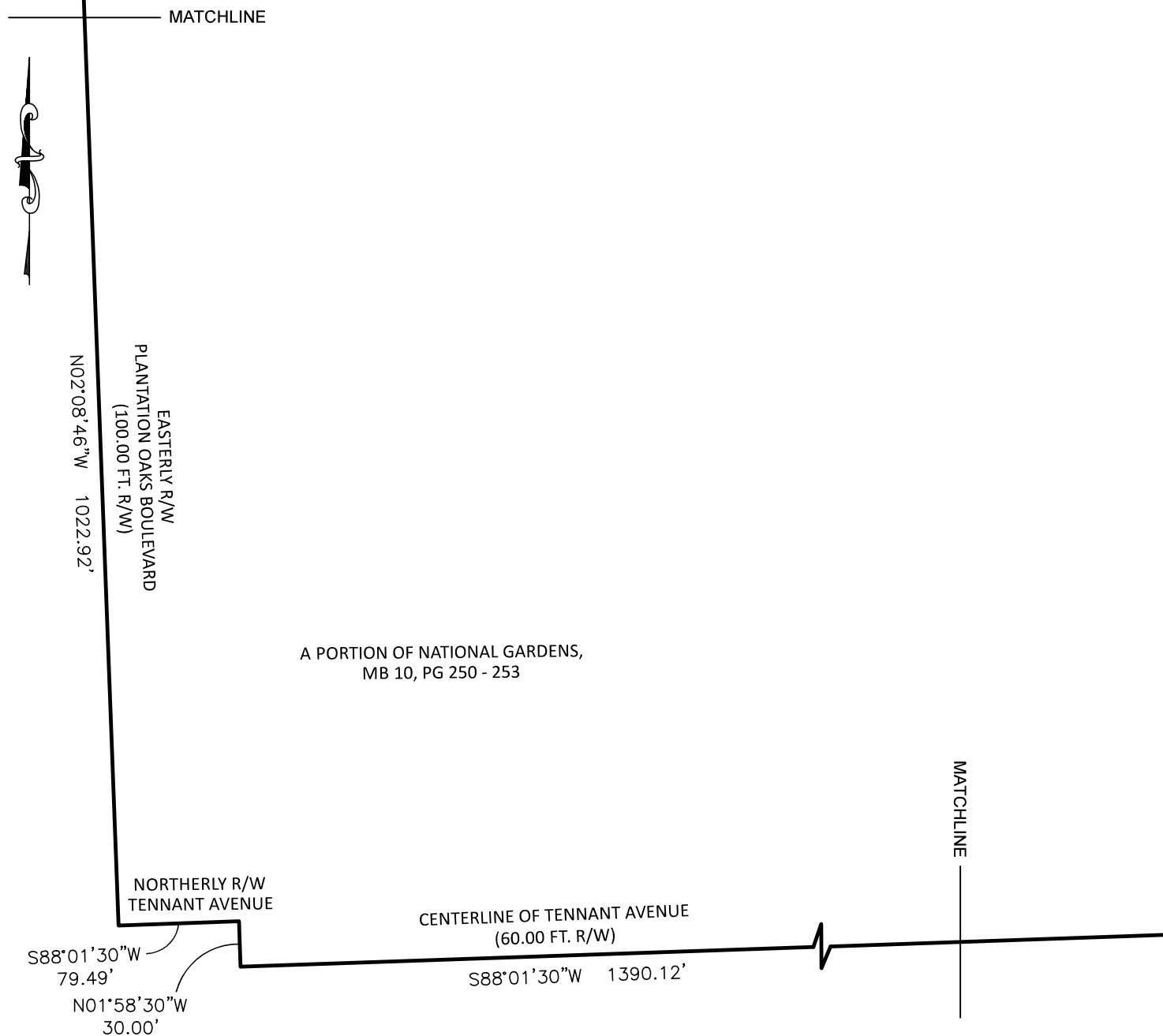
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION



GRAPHIC SCALE

0 100 200 300



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

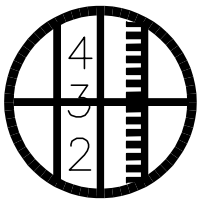
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

8.B.d

**SLIGER & ASSOCIATES, INC.**

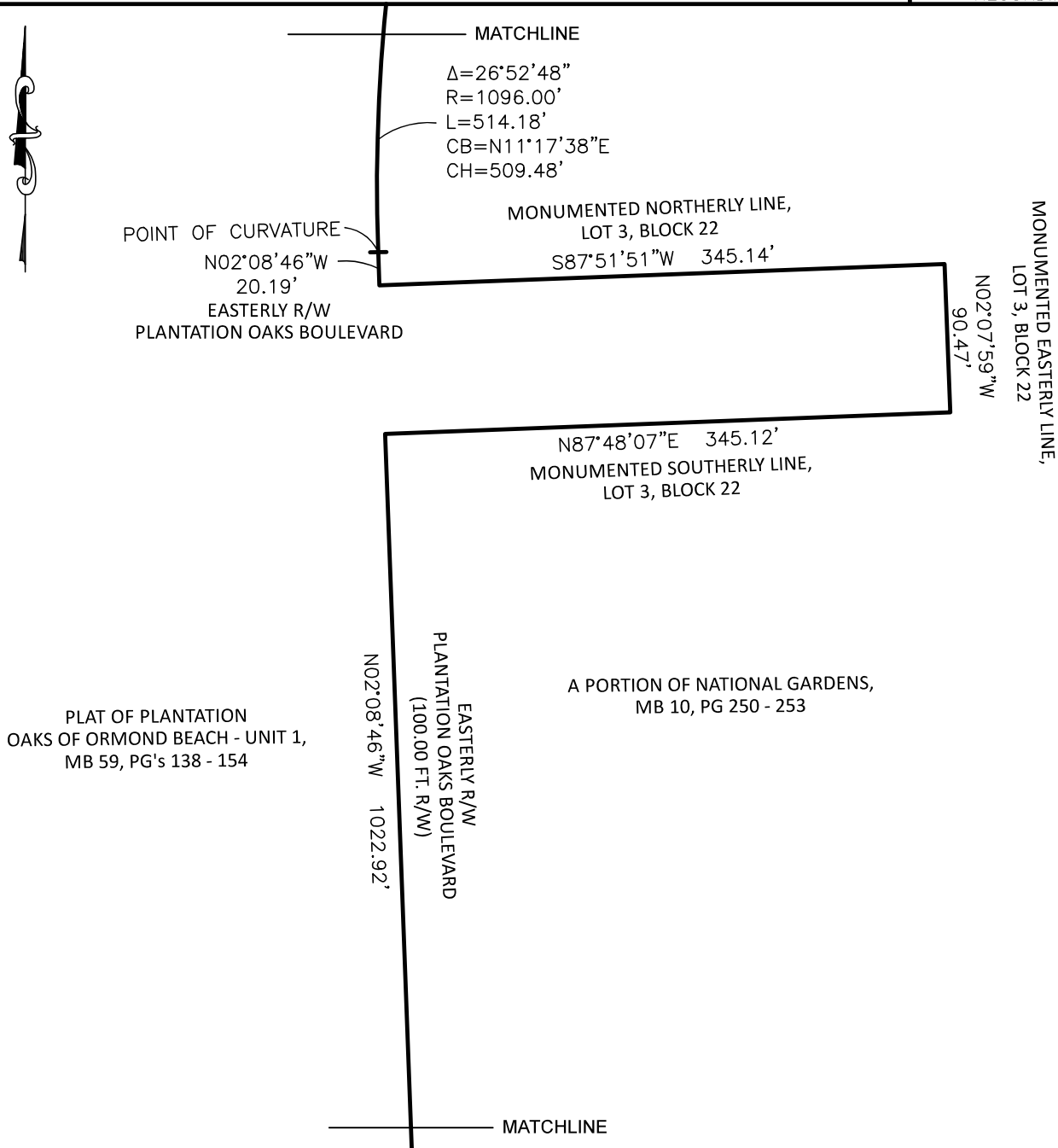
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

$$1 \text{ inch} = 100 \text{ ft.}$$

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

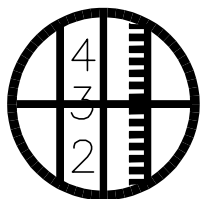
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
$\triangle$	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

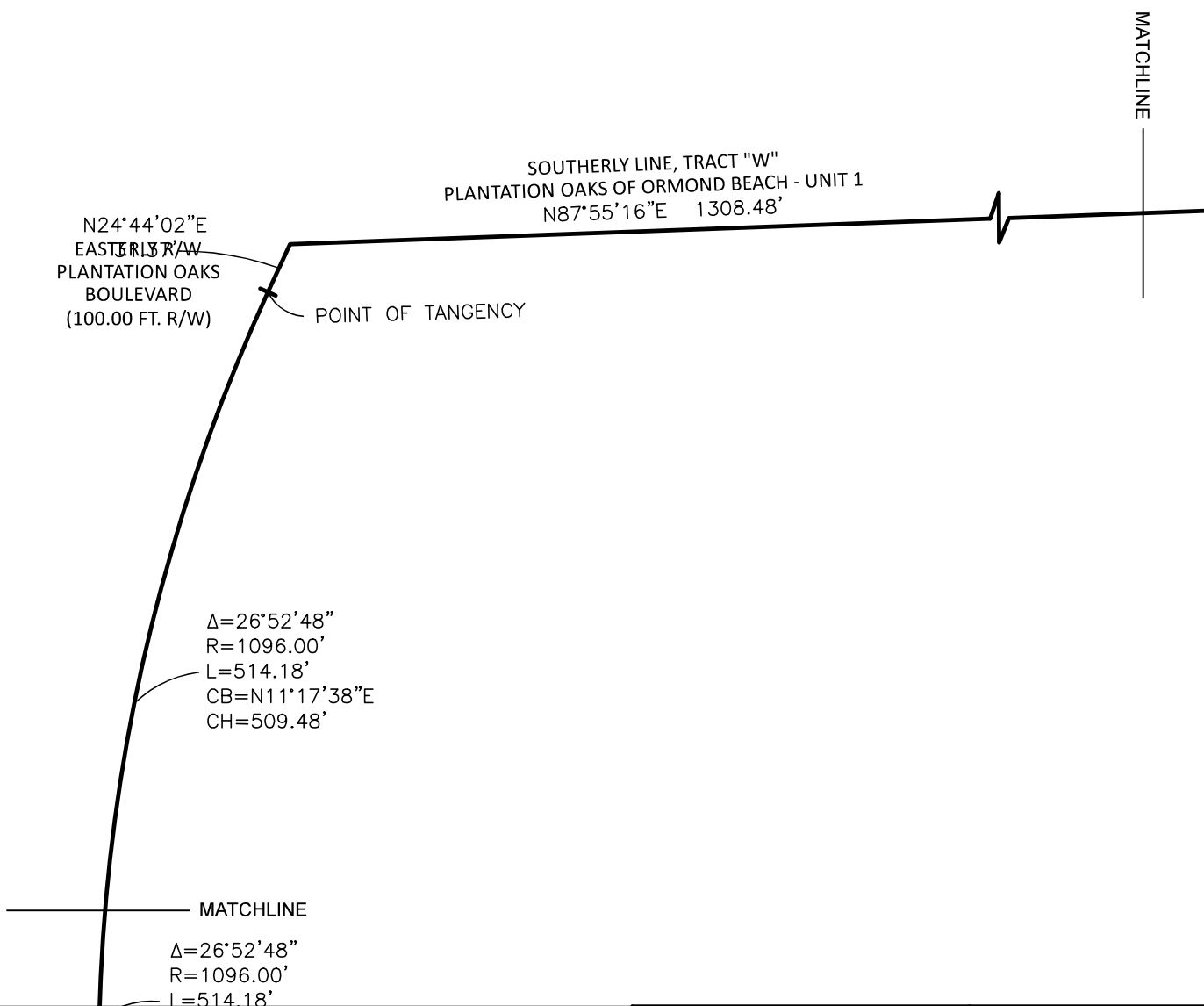
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 5 OF 9

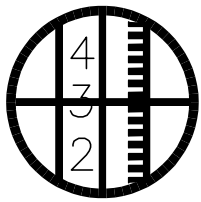
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 463



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

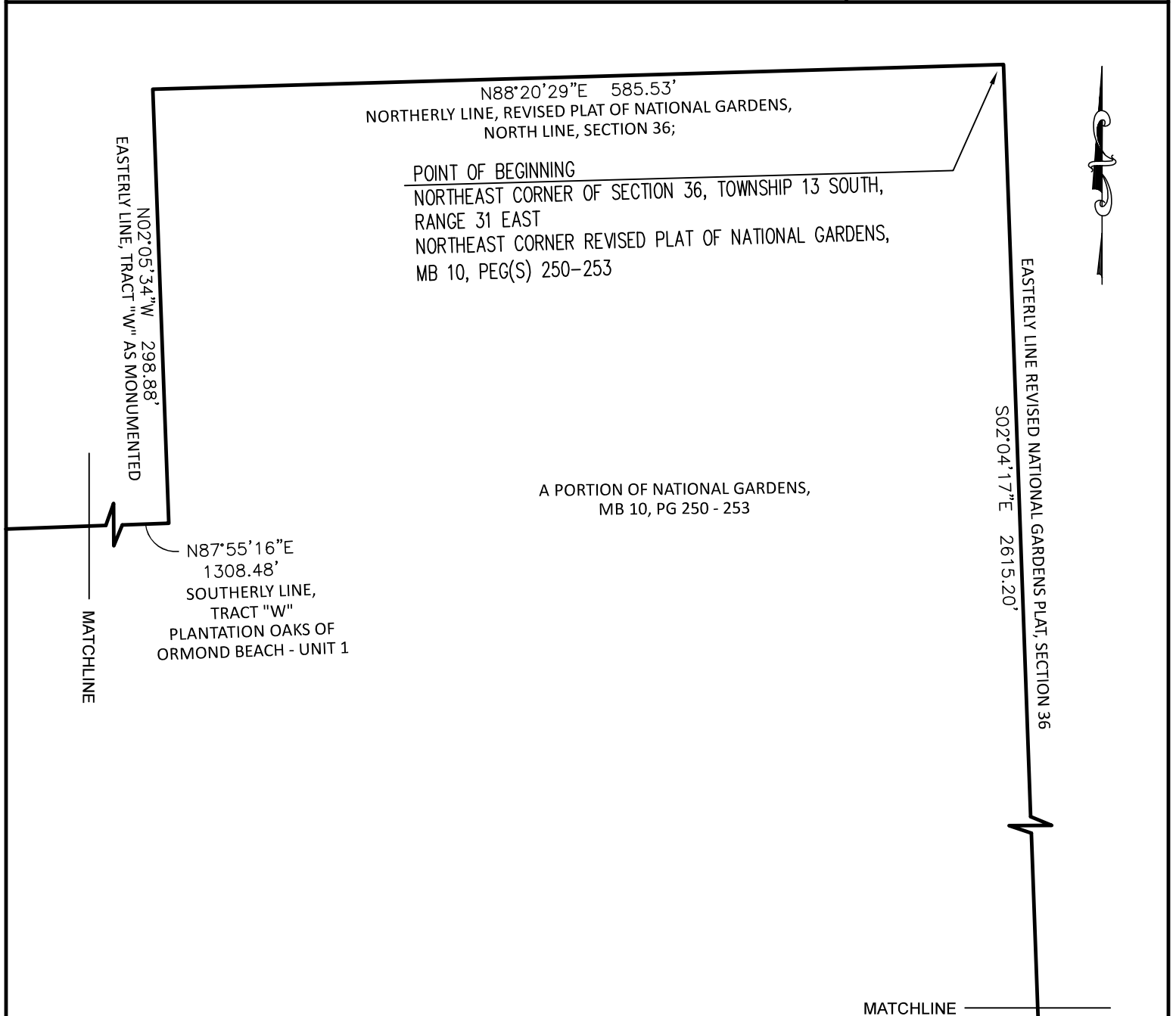
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - 2ND AMENDMENT

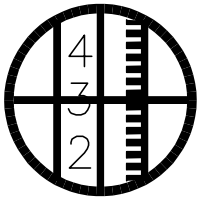
SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

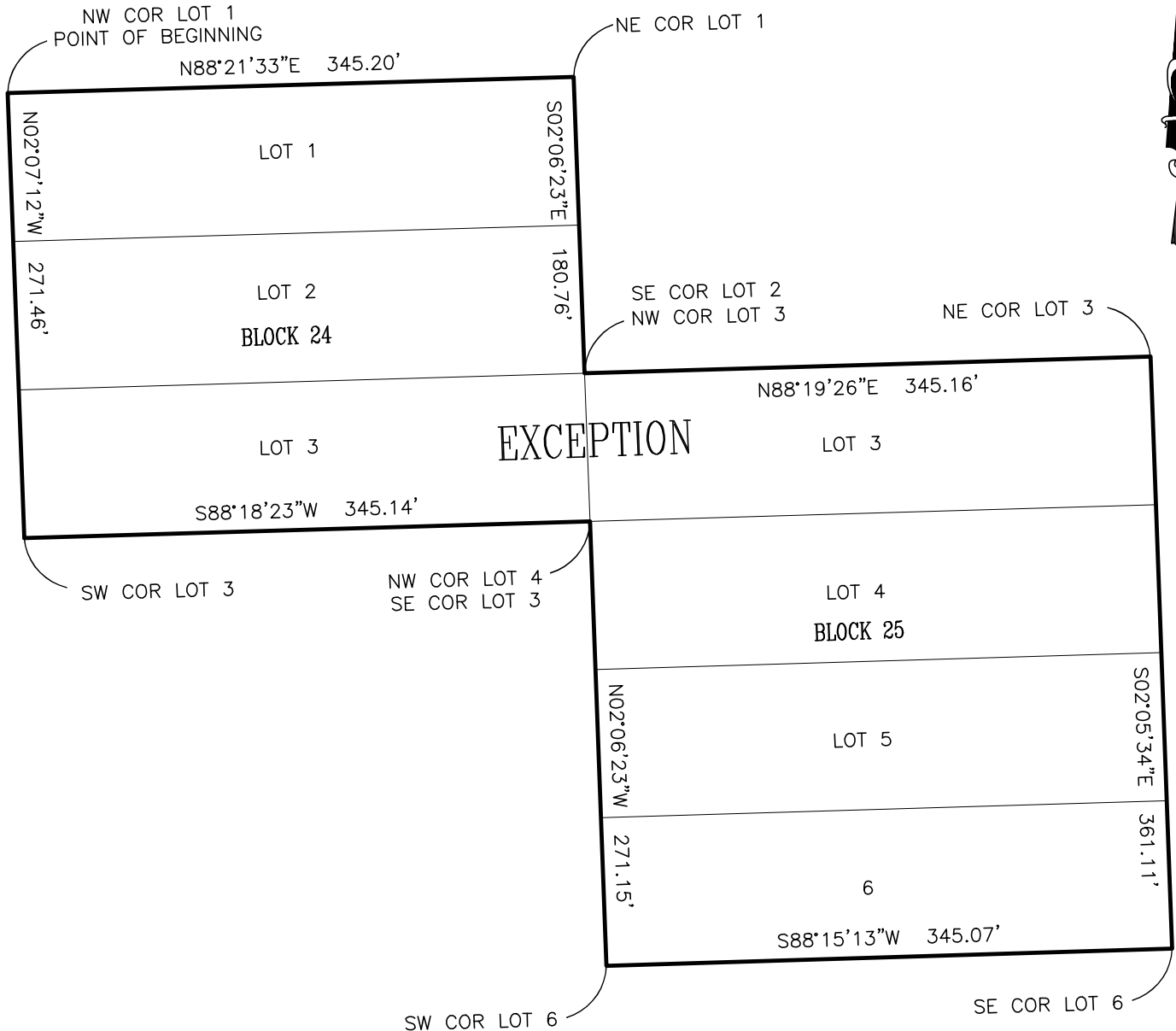
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 7 OF 9

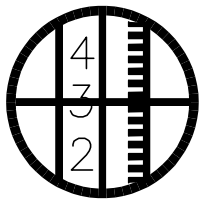
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
Δ	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 465



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.d

RECORDING INFORMATION

Legal Description: (ORMOND BEACH ISBA – 2ND AMENDMENT)

A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD. DESCRIBED AS FOLLOWS:

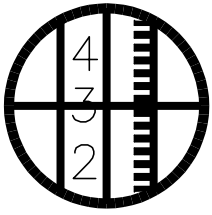
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 554.54 FEET TO THE CENTERLINE OF MATANZAS STREET; THENCE ALONG SAID CENTERLINE N02°05'34"W, A DISTANCE OF 630.78 FEET TO THE CENTERLINE OF TENNANT AVE; THENCE ALONG SAID CENTERLINE S88°01'30"W, A DISTANCE OF 1390.12 FEET; THENCE N01°58'30"W, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID TENNANT AVENUE; THENCE S88°01'30"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 79.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, A 100.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 138 THROUGH 154, INCLUSIVE, SAID PUBLIC RECORDS; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 1022.92 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

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

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

AREA: 3888705 Sq. Feet, 89.2724 Acres



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

SURVEYORS NOTES:

1. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF REVISED PLAT NATIONAL GARDENS, EAST LINE SECTION 36 BEING S02°04'17"E.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE SUBJECT PARCEL HAS DIRECT PHYSICAL ACCESS TO PLANTATION OAKS BLVD., A PUBLIC STREET OR HIGHWAY.

REFERENCE: ORMOND BEACH ISBA – 2ND AMENDMENT

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	FLAGLER COUNTY ABSTRACT TITLE	02-10-2022	22-0231
	RIDGE DEVELOPMENT GROUP		

SHEET 9 OF 9

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

RIDGE DEVELOPMENT GROUP

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	02-10-2022	22-0231		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

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

Packet Pg. 467

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: March 10, 2022

SUBJECT: RidgeHaven Original ISBA (19.19-acre area), Small Scale Future Land Use Map Amendment

APPLICANT: Snilloc Family LP Number One and RidgeHaven LLC

NUMBER: LUPA 2022-020

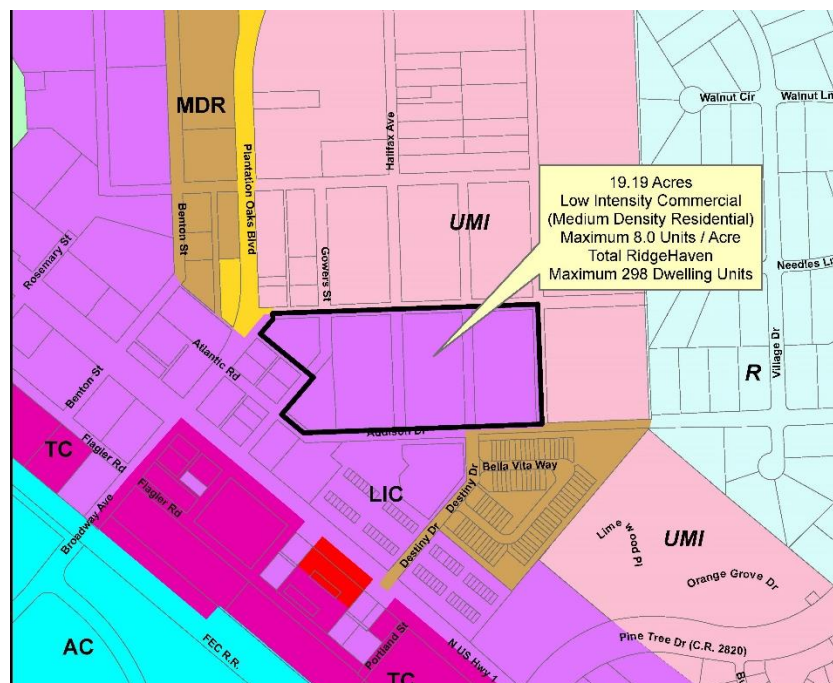
PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION:

This is a request by Corey D. Brown, authorized representative on behalf of Snilloc Family LP Number One and RidgeHaven LLC, property owners, for a Small-Scale Comprehensive Plan Future Land Use Map amendment for a 19.19± acre property located within the original Interlocal Service Boundary Area adopted in 2014. The requested land use map amendment is from City “Low Intensity Commercial” (LIC) to City “Medium Density Residential” (MDR). The maximum gross density shall not exceed 8 units per acre and total units for all lands within the RidgeHaven area (including within the 84.26 acres to the north) shall not exceed 298 residential units.

The subject property is shown below in Exhibit 1:

EXHIBIT 1 – Location Map of the 19.19-acre Future Land Use Amendment Area



BACKGROUND:

The 19.19-acre lands owned by RidgeHaven is within the original Interlocal Service Boundary Agreement (ISBA) area adopted in 2014. The current land use for the 19.19+ acre area is “Low Intensity Commercial” and the zoning designation is B-8 (Commercial). The owners would like to consider developing the property as residential along with the 84.26-acre land area to the north within the Second Amended ISBA, which is being processed concurrently.

The second amendment to the North US 1 ISBA was approved to add the land associated with the RidgeHaven area (84.26 acres) and the 8 individually owned parcels (5.73 acres) not owned by RidgeHaven to the adopted Municipal Service Area. On October 14, 2021, the second amendment to the North US 1 ISBA was presented to the Planning Board. The Planning Board unanimously recommended approval.

On December 7, 2021, the City Commission adopted the second amendment to the North US 1 ISBA. The Volusia County Council subsequently adopted the agreement on February 15, 2022. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. The RidgeHaven area includes the 84.26 acres to the north of Addison Drive adjacent to Plantation Oaks Boulevard and the 19.19 acres to the south of Addison Drive. The land use amendment for the 84.26 acres is being processed separately as a city-initiated item and a companion to this amendment. The entire RidgeHaven land area is scheduled for annexation on March 1, 2022 (1st reading) and March 22, 2022 (2nd reading).

Pursuant to Section 163.3187(3) Florida Statutes, prior to July 1, 2021, amendments were processed as “small scale” if: the acreage was 10 or less, limited to Future Land Use Map changes for site specific activities, property was not in an Area of Critical State Concern, and change was consistent with the other comprehensive plan elements. HB 487 was signed into law by Governor DeSantis which increased the acreage limit of amendments classified as small-scale from 10 or less to 50 acres or less. The law became effective on July 1, 2021. For this reason, this 19.19-acre area is being processed as a small-scale amendment less than 50 acres.

The proposed small-scale land use amendment tentative schedule of the subject property is as follows:

Action/Board	Date
Planning Board	March 10, 2022
City Commission 1 st Reading	April 19, 2022
City Commission 2 nd Reading	May 3, 2022
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	May 10, 2022
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	May 10, 2022

ANALYSIS:

The applicant seeks a Small-Scale Comprehensive Plan Land Use Map amendment for a 19.19+ acre land area from the existing future land use designation of “Low Intensity Commercial” to “Medium Density Residential” (see Attachment 1). The application proposes a restriction to limit the maximum gross density not to exceed 8 units per acre and total units for all lands within the RidgeHaven area (including within the 84.26 acres to the north) shall not exceed 298 residential units.

The existing “Low Intensity Commercial” land use category states the following:

A multi-use land use category to depict those areas of the city that are now developed, or appropriate to be developed, for retail, office and professional services, residential, and restaurants consistent with the surrounding uses, transportation facilities and natural resource characteristics of such areas. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Per Table 4 within the Original ISBA area, maximum of 8 units per acre.

Maximum FAR: Per Table 4 within the Original ISBA area, maximum 0.50 FAR.

The proposed land use of “Medium Density Residential” states the following:

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Proposed density limitation is maximum of 8 units per acre and total units for all lands within the RidgeHaven area (including within the 84.26 acres to the north) shall not exceed 298 residential units.

Maximum FAR: 0.3 (Institutional Uses).

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 FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

Other Goals, Objectives and Policies that would be applicable include:

Objective 1.1 Future Land Use Element	Ensure the availability of adequate lands to meet the residential land use needs of the community.
Policy 1.1.9. Future Land Use Element	Medium and high density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.

GOAL 5 Annexation Future Land Use Element	THE CITY PROVIDES UTILITY SERVICE BEYOND IT'S MUNICIPAL LIMITS AND SHALL REQUIRE THAT ANY CONNECTION TO THE CITY UTILITY SYSTEM EITHER ANNEX INTO THE CITY OR ENTER INTO AN ANNEXATION AGREEMENT IF NOT CONTIGIOUS FOR UTILITY SERVICE.
GOAL 1 Housing Element	ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.
Objective 1.1. Housing Element	The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.
Policy 1.1.2 Housing Element	Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.
Policy 1.21. Housing Element	The general residential development pattern in the City should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

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 19.19± 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. The applicant is proposing a condition associated with the Future Land Use Map amendment to

limit the residential units to 8 units per acre with a maximum of 298 units including the land area of 84.26 acres to the north.

- 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.

Ormond Beach has been identified as the utility provider in the North U.S. 1 corridor since 1992 and has provided the needed utility services for residential and commercial uses in this corridor. The lands that are under consideration are not changing the types of land uses that were approved as part of the original Interlocal Service Boundary Agreement (ISBA) and therefore remain appropriate uses of land. The proposed Ormond Beach land use designation seeks to maintain the entitlements for the properties as established by the original Interlocal Service Boundary Agreement (ISBA). The uses are appropriate and compatible with uses adjacent to the subject property.

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. Under Florida Statutes, the City is required to analyze the proposed land use change based on the maximum allowable density and intensity under the proposed land use category. The 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. The assumptions for the maximum scenario analyzed in Table 2 are contained in Table 1 below:

Table 1 – Maximum Scenarios with Land Use Policy Limitations

Existing City ISBA Future Land Use	Original ISBA Maximum Density	Original ISBA Maximum Intensity	Proposed City Future Land Use	City Maximum Density with Land Use conditions	City Maximum Intensity with Land Use Conditions
"Low Intensity Commercial" (19.19 acres)	8 DU per acre	0.50 FAR	Medium Density Residential (MDR)	Not to exceed 8 units per acre and no more than 298 dwelling units for entire RidgeHaven owned lands including the 8.26 acres north.	0.30 FAR

An analysis of the existing and proposed changes with the land use conditions is shown in Table 5 below:

Table 2 – Second Amended ISBA Maximum Scenario Analysis of Existing County FLU and Proposed City FLU with Land Use Conditions								
			Residential			Nonresidential		
Existing City ISBA Future Land Use	Proposed City FLU	Total Estimated Acreage	Existing Original ISBA City Density (DU)	Potential Density w/ Policy Limitations (DU)	Change in Potential Density (DU)	Existing Original ISBA City Intensity (SF)	Potential City Intensity w/ Limitations (SF)	Change in Potential Intensity (SF)
LIC	MDR	19.19	153	153	0	417,958	250,775	-167,183

The existing land use per the original ISBA, allows up to 153 dwelling units with a 0.50 Floor Area Ratio (FAR). The proposed land use category density would remain the same at 153 residential units. There is also a condition that the RidgeHaven area cannot exceed 298 residential units within this land area of 19.19 acres and the other RidgeHaven land area of 84.26 acres. The proposed FAR is 0.30. The non-residential entitlements will decrease by 167,183 square feet. The proposed land use limits any FAR uses to institutional uses, such as a house of worship.

Transportation: Below is a maximum theoretical land use analysis based on the ITE Trip Generation Rate, 10th Edition for a non-residential and residential maximum scenario. It is important to note that a concurrency analysis occurs with site plan or subdivision development.

TABLE 3 – Transportation Analysis

Non-Residential					
Land Area	Building Square Footage Maximum (Existing)	Average Daily Trips (Existing) ⁽¹⁾	Building square footage maximum (Proposed)	Average Daily Trips (Proposed) ⁽²⁾	Difference
Original ISBA RidgeHaven area	417,958	15,778	250,775	1,740	-14,038
Notes: (1) Existing land use allows commercial uses an ITE rate #820, retail, (37.75) used for analysis. (2) Proposed land use is residential and does not allow commercial uses. ITE rate #560, Church (6.94) used for analysis.					
Residential					
Land Area	Maximum residential units (Existing)	Average Daily Trips (Existing) ⁽³⁾	Maximum residential units (Proposed)	Average Daily Trips (Proposed)	Difference
Original ISBA RidgeHaven area	153	1,449	153	1,449	0
Notes: (3) For residential analysis ITE rate #210, Single-Family House, (9.44) used for analysis.					

The table analyzes a non-residential and residential theoretical development based upon the land use entitlements. The existing City Original ISBA “Low Intensity Commercial” allows retail development at a Floor Area Ratio of 0.5 that would equate to a maximum of 15,778 average daily trips. The proposed land use of “Medium Density Residential” does not allow retail uses and would allow institutional type of uses such as Church in the land uses. The potential average daily trips are reduced by 14,038 trips. The traffic impacts in the residential scenario will not change. As the property is developed in the future, a concurrency analysis will be required.

Schools: The maximum scenario provides no change in dwelling unit entitlements. Per the School Board of Volusia County Facilities Development Policies Number 613, Section V.B, projects exempt from school capacity and concurrency include subdivisions and/or single-family lots equal to or less than ten (10) residential units.

Water and Sewer: The analysis in Table 4 indicates that the proposed amendment would reduce the overall theoretical maximum water and sewer impacts.

TABLE 4 – Water & Sewer Analysis

Non-Residential								
Land Area	Building square footage maximum: Existing	Water: Existing (1)	Sewer: Existing (2)	Building square footage maximum: Proposed	Water: Proposed (1)	Sewer: Proposed (2)	Water Difference	Sewer Difference
Original ISBA RidgeHaven parcels	417,958	62,693	53,290	250,775	37,616	31,974	-25,077	-21,316
Notes: (1) Commercial water usage = (SF/100) X 15 gallons of water per day. (2) Commercial sewer usage = water gallons per day X 85%.								
Residential								
Land Area	Res Units maximum: Existing	Water: Existing (1)	Sewer: Existing (2)	Res Units maximum: Proposed	Water: Proposed (1)	Sewer: Proposed (2)	Water Difference	Sewer Difference
Original ISBA RidgeHaven parcels	153	39,168	42,993	153	39,168	42,993	0	0
Notes: (1) Residential, water = 256 average annual daily volume (2.33 HH X110 gpd) (2) Residential, sewer = 281 average annual daily volume								

Similar to the transportation impact analysis, the reduction in the Floor Area Ratio allowed, results in a decrease in water and sewer infrastructure impacts under a theoretical maximum development scenario. Based on a reduction of allowable building square footage, the non-residential scenario decreases the water impact by 25,077 gallons of water per day and 21,316 gallons of sewer per day. There are existing water and sewer lines within Plantation Oaks Boulevard and Addison Drive. The city has water and sewer capacity to serve any future development allowed under the proposed land use entitlements.

Stormwater Management: Any development shall be required to demonstrate compliance to city and state stormwater requirements. The proposed amendment reduces the non-residential under the land use. Site development shall require submittal to the Ormond Beach Site Plan Review Committee and the St. Johns River Water Management District.

Solid Waste: Solid waste provision would be addressed at time of site development.

Other Services: City police and fire services have the capacity to serve the land area within the second ISBA area.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed amendment is not expected to impact surrounding jurisdictions.

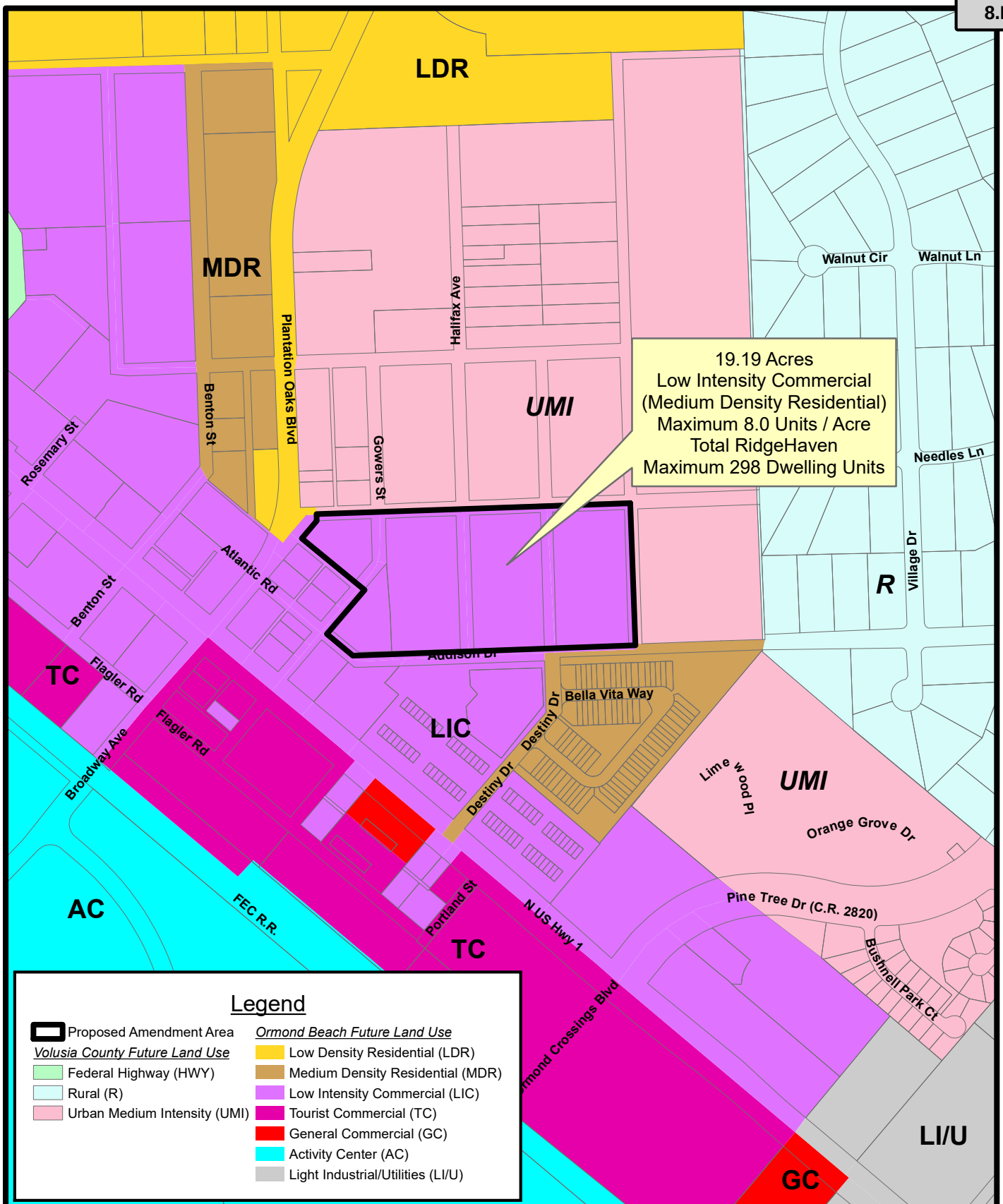
RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for a 19.19± acre land area from the existing future land use designation of “Low Intensity Commercial” to “Medium Density Residential” with conditions for the RidgeHaven property as depicted in Attachment 1.

Attachments:

Attachment 1: Proposed land use map

Attachment 2: Applicant provided information



RIDGEHAVEN WITHIN NORTH US 1 ORIGINAL ISBA EXISTING AND PROPOSED FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 18, 2022



N.T.S.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

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

(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org

INSTRUCTIONS

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

PROJECT INFORMATION

Project Type:*	Small-scale Comp. Plan FLU Map Amendment	*Complete fee sheet (page 3)
Project Name:	RidgeHaven	
Project Address:	Vacant Land	
Volusia County parcel number(s):	313601010020; 313601010012; and a portion of 313601010011	
Description:	Comp. Plan Amendment from City Low Intensity Commercial to Medium Density Residential	
Pre-application date:	9-15-21	Pre-application waiver granted:

PROJECT COORDINATOR

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

APPLICANT INFORMATION

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

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	RIDGEHAVEN LLC
Address:	123 Magnolia Ave
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Corey Brown	E-mail:	corey@storchlawfirm.com
Name:	Rick Maugeri	E-mail:	Rickm@ridge-development.com
Name:	Dave Janse	E-mail:	Davej@ridge-development.com
Name:	Parker Mynchenberg	E-mail:	pkmynch@gmail.com

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 1st day of February, 2023, by Richard C Maugeri as manager (title*) for RidgeHaven LLC (name of corporation*), who () provided _____ as identification, or (i) who is personally known to me.



Notary Public, State of Florida

My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

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

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

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

(386) 676-3238

www.ormondbeach.orgcomdev@ormondbeach.org

INSTRUCTIONS

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

PROJECT INFORMATION

Project Type:*	Small-scale Comp. Plan FLU Map Amendment		*Complete fee sheet (page 3)
Project Name:	RidgeHaven		
Project Address:	Vacant Land		
Volusia County parcel number(s):	313601010020; 313601010012 and a portion of 313601010011		
Description:	Comp. Plan Amendment from City Low Intensity Commercial to Low Density Residential		
Pre-application date:	9-15-21	Pre-application waiver granted:	

PROJECT COORDINATOR

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

APPLICANT INFORMATION

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

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☐
Name:	SNILLOC FAMILY LP NUMBER ONE
Address:	2249 Old Dixie Hwy
City, State, Zip code:	Ormond Beach, FL 32174
Telephone:	
E-mail:	

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Corey Brown	E-mail:	corey@storchlawfirm.com
Name:	Rick Maugeri	E-mail:	Rickm@ridge-development.com
Name:	Dave Janse	E-mail:	Davej@ridge-development.com
Name:	Parker Mynchenberg	E-mail:	pkmynch@gmail.com

CERTIFICATION

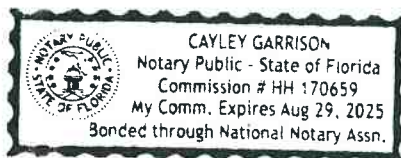
By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 16 day of February, 2022, by John Collins as General Partner (title*) for SNILLOC FAMILY PARTNERSHIP (name of corporation*), who (☒) provided FL Drivers License as identification, or () who is personally known to me.



Cayley Garrison
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

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

(386) 676-3238

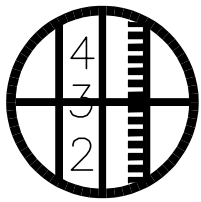
www.ormondbeach.orgcomdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☐	Regulatory amendment, zoning map, over 10 acres	\$1,500	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

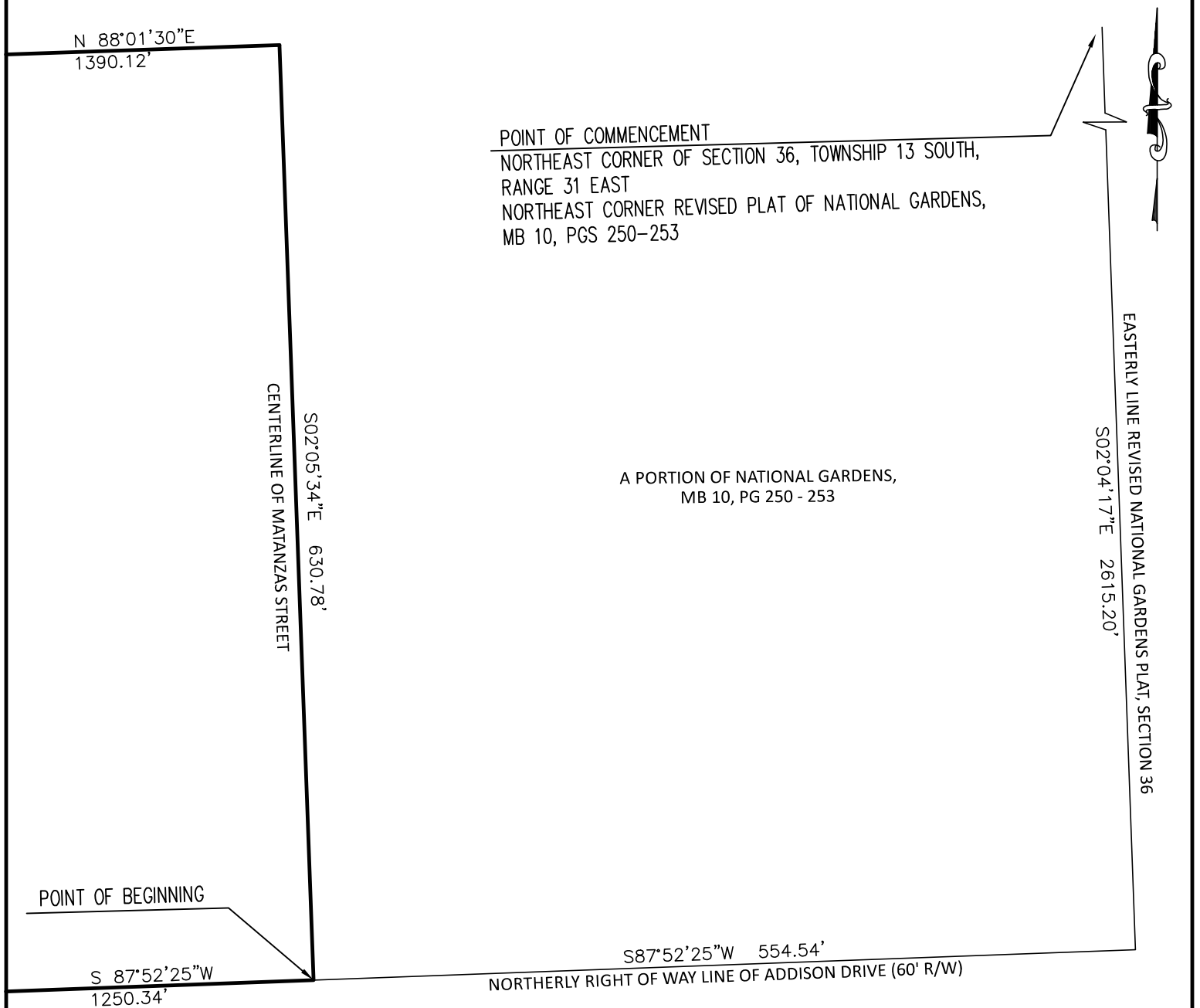
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.e

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NATIONAL GARDENS:
FOR: RIDGE DEVELOPMENT GROUP
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 1 OF 5

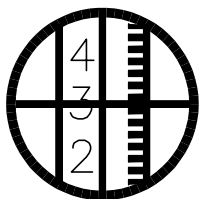
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 485



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.e

RECORDING INFORMATION

N88°01'30"E 1390.12'

CENTERLINE OF TENNANT AVENUE

A PORTION OF NATIONAL GARDENS,
MB 10, PG 250 - 253

835906 Sq. Feet
19.1898 Acres

MATCHLINE

S02°05'34"E 630.78'
CENTERLINE OF MATANZAS STREET

POINT OF BEGINNING

S87°52'25"W 1250.34'

NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE (60' R/W)

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 2 OF 5

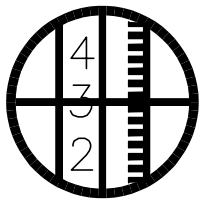
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 486



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

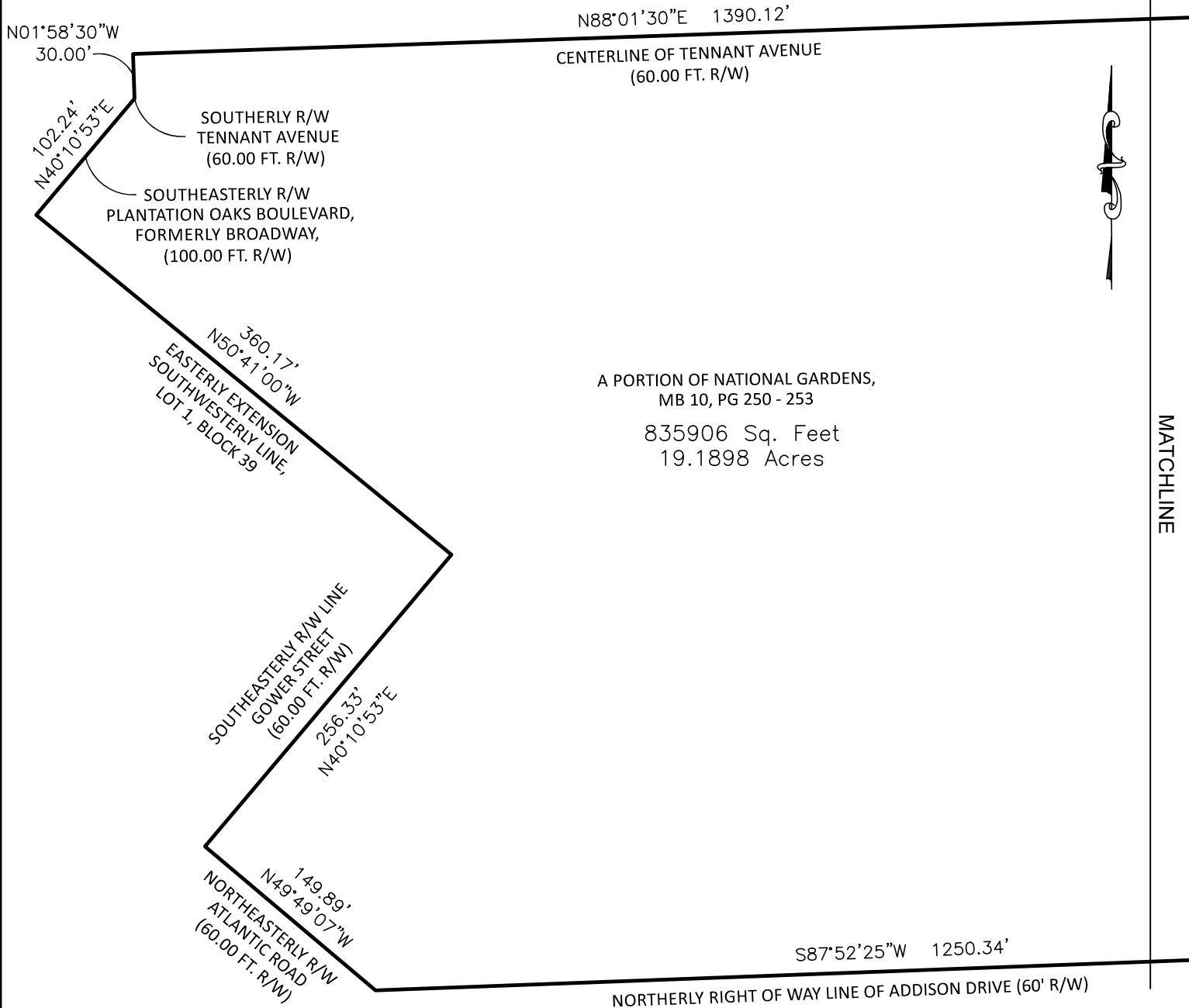
LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.e

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

NATIONAL GARDENS
FOR: RIDGE LAND HOLDINGS
ORMOND BEACH ISBA - ADOPTED

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

JOB # 22-0231

SHEET 3 OF 5

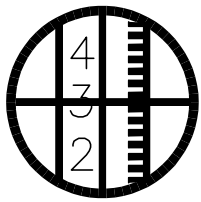
ABBREVIATIONS

W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
PNT	POINT OF NON-TANGENCY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 487



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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

Copyright ©2022 Sliger & Associates, Inc.
WWW.SLIGERASSOCIATES.COM

8.B.e

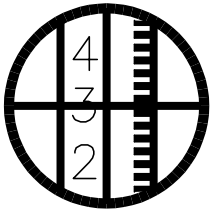
RECORDING INFORMATION

Legal Description: (ORMOND BEACH ISBA – ADOPTED)

A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE CENTERLINE OF TENNANT AVENUE, WESTERLY OF THE CENTERLINE OF MATANZAS STREET, NORTHERLY OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST. VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 554.54 FEET TO THE CENTERLINE OF MATANZAS STREET AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG NORTH RIGHT OF WAY S87°52'25"W, A DISTANCE OF 1250.34 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 149.89 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID SOUTHEASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.17 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 102.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TENNANT AVENUE, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°58'30"W, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID TENNANT AVENUE; THENCE ALONG SAID CENTERLINE N88°01'30"E, A DISTANCE OF 1390.12' TO THE CENTERLINE OF MATANZAS STREET; THENCE ALONG SAID CENTERLINE S02°05'34"E, A DISTANCE OF 630.78' TO THE POINT OF BEGINNING.

AREA: 835906 Sq. Feet, 19.1898 Acres



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

Copyright © 2021 Sliger & Associates, Inc.

www.sligerassociates.com

SURVEYORS NOTES:

1. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF REVISED PLAT NATIONAL GARDENS, EAST LINE SECTION 36 BEING S02°04'17"E.
3. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THE SUBJECT PARCEL HAS DIRECT PHYSICAL ACCESS TO PLANTATION OAKS BLVD., A PUBLIC STREET OR HIGHWAY.

REFERENCE: ORMOND BEACH ISBA – ADOPTED

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	FLAGLER COUNTY COUNTY FLORIDA	02-10-2022	22-0231
	RIDGE DEVELOPMENT GROUP		

SHEET 5 OF 5

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

RIDGE DEVELOPMENT GROUP

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	02-10-2022	22-0231		TJ	J BARNES
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

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

M I N U T E S
ORMOND BEACH PLANNING BOARD
Regular Meeting

March 10, 2022

6:00 PM

City Commission Chambers
 22 South Beach Street
 Ormond Beach, FL 32174

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

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 IN WRITING, OR MAY CALL 677-0311 FOR INFORMATION REGARDING AVAILABLE AIDS AND SERVICES.

I. ROLL CALL

Members Present

Harold Briley, Vice Chair
 G.G. Galloway
 Al Jorczak
 Mike Scudiero
 Angeline Shull
 Lori Tolland
 Doug Thomas, Chair

Staff Present

Steven Spraker, Planning Director
 Becky Weedon, Senior Planner
 Robin Gawel, Senior Planner
 Randy Hayes, City Attorney
 Marcella Miller, Recording Technician

II. INVOCATION

Chairman Thomas led the invocation.

III. PLEDGE OF ALLEGIANCE

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

Ms. Weedo concluded that staff recommends that the Planning Board recommend approval to the proposed Comprehensive Plan amendments to the Future Land Use Element and the intergovernmental coordination element to be consistent with the Second Amended Interlocal Service Boundary Agreement (ISBA).

Mr. Jorczak motioned to approve CP 2022-024 – Comprehensive Plan text amendments related to the second Interlocal Service Boundary Agreement (ISBA). Mr. Briley seconded it. Vote was called, and the motion was approved (7-0).

E. LUPA 2022-020 – RidgeHaven original ISBA Small Scale Comprehensive Plan Land Use Map Amendment (RidgeHaven – 19.19 acres (Small Scale))

Ms. Becky Weedo, Senior Planner, stated that this is a request by Corey D. Brown, authorized representative on behalf of Snilloc Family LP Number One and RidgeHaven LLC, property owners, for a Small-Scale Comprehensive Plan Future Amendment for a 19.19± acre property located within the original Interlocal Service Boundary Agreement (ISBA) adopted in 2015. Ms. Weedo added that the requested land use map amendment is going from City “Low Intensity Commercial” (LIC) to City “Medium Density Residential” (MDR). The maximum gross density shall not exceed eight units per acre and total units for all lands within the RidgeHaven subdivision (including within the 84.26 acres to the north) shall not exceed 298 residential units.

Ms. Weedo explained that the existing land use per the original ISBA, allows up to 153 dwelling units with a 0.50 Floor Area Ratio (FAR) for retail. The proposed land use category density still remains the same at 153 residential units. There is also a condition that the total RidgeHaven area cannot exceed 298 residential units within this land area of 19.19 acres and the other RidgeHaven land area of 84.26 acres. Ms. Weedo continued that the proposed FAR is 0.30. The non-residential entitlements will decrease by 167, 183 square feet. The proposed land use limits any FAR uses to institutional uses, such as a house of worship. She added that the amendment to the Future Land Use Map is also being processed as a small-scale amendment per Chapter 163, Section 3187, Florida Statutes. Effective July 1, 2021, the process for small scale amendments changed the acreage from 10 acres or less to 50 acres or less. Ms. Weedo reiterated that it is a companion document to the Second Amended ISBA small scale amendment to the 84.26 acres north. City Commission first reading of this amendment is planned to be on April 19th with the second reading on May 3rd and submittal to DEO and VGMC on May 10th.

Ms. Weedo explained that staff determined that the proposed amendment meets the goals, objectives, and policies of the City’s Comprehensive Plan, and the requirements established by Florida Statutes, the proposed uses are appropriate, the amendment provides adequate infrastructure; and will not impact surrounding jurisdictions. She concluded that staff recommends that the Planning Board recommend approval to the City Commission of a Future Land Use map amendment for a 19.19± acre land area from the existing future land use designation of “Low-Intensity Commercial” to “Medium-Density Residential” with conditions for the RidgeHaven land area.

Ms. Shull asked for clarification of the request and if it is already included with the prior vote. Ms. Weedo answered that it is part of the entire RidgeHaven area and this

future land use amendment is required to be done separately due to the 19.19 acres being originally in the ISBA. It had a city future land use designation. It was confirmed that it is going to Medium-Density Residential from Low-Intensity Commercial. Ms. Weedo stated that it is going to provide similar density which is limited to the eight dwelling units and the City wishes to be consistent with what was previously approved.

Mr. Spraker explained some of the philosophy with it already being a City commercial land use area. “It is significant that 170,000 square feet of commercial use is being eliminated.” He added that residential has a lower trip generation. Mr. Spraker stated that the theory is that there would be higher density along the roadway and transition to lower-density along the interface of the Village of Pine Run.

Mr. Storch noted that the duplexes are a lower density than apartment complexes. A variety of areas can be put in the project with the total number only being a maximum of 298. Both Comprehensive Plan amendments will contain a line item that specifies that the two parcels can only go to 298 residential units.

Mr. Galloway spoke on property rights and commented that someone is taking a commercial property that is valued today and paying taxes on commercial property and is downsizing to go to a residential property. He continued expressing that if someone is willing to downsize their property and go to a residential zoning, that it is a “win-win”. Mr. Galloway stated that he believes it is better off as residential, commenting “although the neighbors may not like it, the alternative of having something commercial, most would rather have residential.”

Mr. Storch commented that the whole development is going to be a community with amenities, walking trails, park areas, retention areas and lakes. He added that other than staff, his client ‘Rick’, worked very hard on the project to create something special.

Audience Comments

Mr. Warren Wesley, 22 Needles Lane, expressed his relief in hearing that out of the total 103 acres, that only 298 units will be built on it.

Mr. Briley motioned to approve LUPA 2022-020 – RidgeHaven original ISBA Small Scale Comprehensive Plan Land Use Map Amendment, 19.19 acres (small scale). Mr. Scudiero seconded it. Vote was called, and the motion was approved (7-0).

VIII. OTHER BUSINESS

A. Front Yard Waterbody Calculated Setbacks

Ms. Robin Gawel, Senior Planner, explained that this is a discussion item regarding an administrative request to amend front yard and waterfront yard setbacks. The purpose is to introduce the proposed amendment and gain any input from the Planning Board before presenting a Land Development Code (LDC) Amendment. Ms. Gawel continued that the request would amend certain district regulations that currently contain additional front yard and waterfront yard setback requirements.



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: Susan C. Dauderis, City Clerk

Date: April 19, 2022

Subject: Ordinance Calling 2022 Regular City Election

Commission Goal: Governance - Other

Introduction

This is a request to adopt an ordinance calling for a regular election for the offices of Mayor and City Commissioner in all four (4) City Commission zones; if warranted, a primary election for said offices, and establishing a qualifying period for the election(s). The regular election is to be held on November 8, 2022. The primary election, if needed, would be held on August 23, 2022.

Background

Pursuant to Section 3.03 of the City Charter, terms of office for the Mayor and City Commission are two (2) years. On July 15, 2008, the City Commission approved an ordinance allowing the City to hold elections at the same time as the state and federal elections in even numbered years. This year's general election date is November 8, 2022.

As a result of the City's 2019 municipal charter referendum, Section 5.06 of the City Charter calls for a primary election to be held in the event that three or more persons qualify as candidates for any designated seat of the City Commission. If such an election is warranted, it would be held on August 23, 2022.

Discussion

Approval of this ordinance is required to meet notice requirements for the noon, Monday, June 13, 2022, through noon, Friday, June 17, 2022, qualifying period.

Budget Impact

Approval of this ordinance will have no impact to the budget.

Citizen Impact

Upon adoption of this ordinance, public notice will be provided for the qualifying period for the municipal elections.

Recommendation

It is recommended that the attached ordinance calling for a regular election, a primary election; if needed, and setting a qualifying period concurrent with the regularly scheduled 2022 state and Volusia County elections be approved.

Attachments:

- 22- 13 Ord Calling Reg Election (P22-0041G) (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 3/28/2022


Claire Whitley, Assistant City Manager 4/12/2022

APPROVED BY:


Joyce A. Shanahan, City Manager 4/14/2022

ORDINANCE NO. 2022-13

AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 23, 2022; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 8, 2022; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; 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. This Ordinance is adopted pursuant to the *Charter* of the City of Ormond Beach, Florida, and other applicable provisions of law.

SECTION TWO. A Primary Municipal Election of the registered electors residing in the City of Ormond Beach is hereby called to be held, if necessary, on Tuesday, August 23, 2022, for the purpose of electing the following members of the City Commission of the City of Ormond Beach, Florida: a Commissioner from Zone 1; a Commissioner from Zone 2; a Commissioner from Zone 3; a Commissioner from Zone 4; and for the purpose of electing a Mayor by a vote of the qualified electors of the entire City at large. All registered electors residing within the City of Ormond Beach shall be entitled and permitted to vote in the Primary Election hereby called. The polls will be open at the polling places from 7:00 a.m. until 7:00 p.m. of the same day.

SECTION THREE. A Regular Election of the registered electors residing in the City of Ormond Beach is hereby called to be held on Tuesday, November 8, 2022, for the purpose of electing the following members of the City Commission of the City of Ormond Beach, Florida: a commissioner from Zone 1; a commissioner from Zone 2; a commissioner from Zone 3; a commissioner from Zone 4; and for the purpose of electing a mayor by a vote of the qualified electors of the entire City at large. All registered electors residing within the City of Ormond Beach shall be entitled and permitted to vote in the Regular Election hereby called. The polls will be open at the polling places from 7:00 a.m. until 7:00 p.m. of the same day.

SECTION FOUR. All notices of candidacy for the Primary Municipal Election and the Regular Municipal Election hereby called shall be filed with the City Clerk's office between 12:00 p.m. (noon) on Monday, June 13, 2022 and 12:00 p.m. (noon) on Friday, June 17, 2022.

SECTION FIVE. The candidate elected to serve as the successor City Commissioner for each of the respective zones and for the office of Mayor shall be sworn in by the City Clerk, shall officially take office on Tuesday, November 15, 2022, and shall serve until Tuesday, November 19, 2024.

SECTION SIX. The locations of the polling places for the Regular Election hereby called shall be as established by the Volusia County Supervisor of Elections.

SECTION SEVEN. Voting machines, or other voting devices as have been adopted by the County of Volusia, shall be used in the Primary Municipal Election, if held, and in the Regular Election hereby called, and the form of the ballot to be used shall be in accordance with the form specified by the Municipal Election Code (Chapter 13, *Code of Ordinances*) and other applicable law.

SECTION EIGHT. Paper ballots shall be used at the Primary Municipal Election, if held, and at the Regular Election hereby called for absentee voting. The form of the ballot to be used in the said Election(s) for absentee voters shall be in accordance with the municipal Election Code (Chapter 13, *Code of Ordinances*) and other applicable law.

SECTION NINE. The City Clerk is hereby authorized and directed to have printed a sufficient number of the aforesaid ballots, to be printed in English and Spanish languages, for the use of absentee electors entitled to cast ballots in the Primary Municipal Election and in the Regular Election hereby called, and shall also have printed sample ballots and deliver them to the inspectors and clerks on or before the date and time for the opening of the polls for the said Primary Municipal Election, if held, and for the Regular Election for the polling places at which voting machines, or other voting devices, are to be used; and further is authorized and directed to make appropriate arrangements for the use of such voting machines, or other voting devices, at the polling places specified herein and to have printed and delivered in accordance with law the official ballot for use in such voting machines or other voting devices.

SECTION TEN. The City Clerk is hereby authorized and directed to execute a Memorandum of Understanding between the City and the Volusia County Department of Elections for the printing of ballots, recruitment and training of poll workers, scheduling of polling places and the use of voting machines.

SECTION ELEVEN. The Primary Municipal Election, if held, and the Regular Election shall be held and conducted in the manner prescribed by law for holding general elections in the City. The inspectors and clerks at each polling place shall prepare and file returns of such Primary Municipal Election, if held, and of such Regular Election and shall deliver the same to the City Commission. Such returns shall show the total number of qualified electors who voted at

such Primary Municipal Election, if held, and at such Regular Election and the number of votes cast, respectively, for each candidate in each such Election. Returns shall be canvassed in accordance with applicable election law as soon as practicable following said Election.

SECTION TWELVE. The City of Ormond Beach shall publish notice of the Primary Municipal Election, if held, and of the Regular Election once in the fifth week and once in the third week prior to the week in which said Election is to be held, together with an appropriate caption in such form as the City Clerk shall determine, in *The News-Journal*, a newspaper published and of general circulation in the City of Ormond Beach.

SECTION THIRTEEN. (a) In the event only one (1) candidate qualifies for the office of City Commissioner in any of the respective zones, or for the office of Mayor, at large, during the period established by Section Four of this Ordinance, such candidate shall be deemed to have voted for himself/herself and shall be declared as elected.

(b) In the event two (2) or more candidates qualify for the office of City Commissioner in any of the respective zones, or for the office of Mayor, during the period established by Section Four of this Ordinance, and prior to the Primary Municipal Election or prior to the Regular Election hereby called there is a vacancy in candidacy caused by the death, withdrawal, or removal from the ballot of a qualified candidate, which leaves only one (1) candidate for the said office, such remaining candidate shall be deemed to have voted for himself/herself and shall be declared as elected.

(c) In the event more than two (2) candidates qualify for the office of City Commissioner in any of the respective zones, or for the office of Mayor, during the period established by Section Four of this Ordinance, the two (2) persons receiving the highest number of votes cast in the Primary Municipal Election for each designated seat on the city commission

or the office of mayor shall be declared candidates for each of the designated seats or office and shall be voted upon at the Regular Municipal Election, and the candidate receiving the highest number of votes cast at the Regular Municipal Election for the designated seats or office shall be declared elected; provided that if any one (1) candidate in the Primary Municipal Election receives more than fifty percent (50%) of the votes cast for a designated seat or office, such candidate shall be declared elected without the necessity of being voted upon in the Regular Municipal Election.

(d) In the event only two (2) persons qualify for the office of City Commissioner in any of the respective zones, or for the office of Mayor, those candidates shall oppose each other in the Regular Municipal Election hereby called, and the Primary Municipal Election hereby called for those city commission seats shall not be held in any such respective zone, or in the case of the mayoral election, at large.

(e) The candidate for the office of City Commissioner in any of the respective zones, or for the Mayor at large, who receives the highest number of votes cast in the Regular Election shall be declared elected to such office.

(f) In the event the candidates for the office of City Commissioner in any of the respective zones, or in the mayor election, receive an equal number of votes in the Regular Election hereby called, the outcome shall be determined by the custom of drawing lots.

SECTION FOURTEEN. The cost of the Primary Municipal Election, if held, and of the Regular Election as specified herein, shall be paid for as provided by law.

SECTION FIFTEEN. In the event any court of competent jurisdiction hereof shall hold any word, phrase, clause, sentence, or paragraph invalid, such holding shall not affect any other word, clause, phrase, sentence, or paragraph hereof.

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

PASSED UPON at the first reading of the City Commission, this 19th day of April, 2022.

PASSED UPON at the second and final reading of the City Commission, this 3rd day of May, 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 19, 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, or pursuant to a written agreement approved by the City Commission.

- (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 19, 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