AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
December 19, 2023
7:00 PM
Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland
Zone 2 - Commissioner Travis Sargent
Zone 3 - Commissioner Susan Persis
Zone 4 - Commissioner Harold Briley

COMMISSION CHAMBERS
22 South Beach Street, Ormond Beach, FL 32174
Phone: 386-677-0311 Web: www.ormondbeach.org

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

5. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - December 5, 2023

6. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2023-215**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

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

B. **RESOLUTION NO. 2023-217**: A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING

THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8D)**

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

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. 2023-215:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-194:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2024 ELGIN PELICAN STREET SWEEPER, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*

C. **RESOLUTION NO. 2023-205:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, UNDER THE FY 2023-2024 FLORIDA FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-210:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE INSTALLATION OF NINE TRAFFIC SIGNAL CABINET PUBLIC ART WRAPS WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2023-211:** 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) 676-3325*

F. **RESOLUTION NO. 2023-212:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF AXON BODY-WORN CAMERAS, ENERGY WEAPONS AND ANNUAL CLOUD-BASED STORAGE SUPPORT FROM AXON ENTERPRISE, INC.; AUTHORIZING THE EXECUTION OF AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*

G. **RESOLUTION NO. 2023-213:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC, REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

H. **RESOLUTION NO. 2023-214:** A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING UTILITY RELOCATION ON WILLIAMSON BOULEVARD FROM STRICKLAND RANGE ROAD TO HAND AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2023-216:** A RESOLUTION APPROVING THE APPLICATION OF BULLARD AVIATION SERVICES, INC. TO PROVIDE SERVICES AS A CATEGORY FOUR FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Steven Lichliter, Airport Manager, (386) 615-7019*

J. **Auto Renewal - Pressure Main Cleaning Services**

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

K. **Auto Renewal - FEC Blanket Lease Agreement**

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

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

L. **Intent to Bid - Microsoft Office 365**

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

M. **City Manager's Monthly Report, December 2023**

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

Disposition: Accept as information as recommended in the City Manager staff report dated December 19, 2023.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-56:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

B. **ORDINANCE NO. 2023-57:** AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING

FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

C. **ORDINANCE NO. 2023-58:** AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

D. **RESOLUTION NO. 2023-217:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. DISCUSSION AND DIRECTION ITEMS

A. City Attorney Evaluation

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

B. City Manager Evaluation

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

December 5, 2023	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, Deputy City Attorney Ann-Margret Emery, Assistant City Manager Claire Whitley and City Clerk Susan Carroll Dauderis.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

5. APPROVAL OF MINUTES

A. Minutes from Special City Commission meeting - October 25, 2023

B. Minutes from City Commission meeting - November 7, 2023

6. COMMUNITY REDEVELOPMENT AGENCY

A. **RESOLUTION NO. 2023-203:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

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

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. 2023-203:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-204:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF

SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2023-206:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE EMERGENCY BY-PASS PUMP (MODEL 4JSC-FT4) UNDER FLORIDA SHERIFFS' ASSOCIATION BID NUMBER FSA23-EQU21.0; DECLARING CERTAIN EQUIPMENT TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*

D. **RESOLUTION NO. 2023-207:** A RESOLUTION ACCEPTING THE PROPOSAL OF RELATION INSURANCE SERVICES OF FLORIDA, INC. REGARDING WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MEDICAL MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2023-208:** A RESOLUTION ACCEPTING THE PROPOSAL OF ZEN TENNIS, LLC REGARDING PROFESSIONAL SERVICES TO MANAGE AND OPERATE THE ORMOND BEACH TENNIS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2023-209:** A RESOLUTION AUTHORIZING AND APPROVING A RENT CREDIT AND A TEMPORARY RENT REIMBURSEMENT PLAN FOR GOLDEN EAGLE ASSOCIATES, INC. REGARDING THE OPERATION OF THE CONCESSION STAND AT THE ANDY ROMANO BEACHFRONT PARK; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2023-181:** A RESOLUTION ACCEPTING A PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **Intent of RFQ - Professional Services for EOC & Public Safety Complex Space Needs Analysis**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

I. **Intent to Bid - Fleming Ave Drainage Improvements**

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

Disposition: Approve as recommended in the City

Manager staff report dated December 5, 2023.

J. **Auto Renewal - Water/Wastewater Facility Sample Testing**
Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

K. **Auto Renewal - Water Well Assessment and Rehabilitation**
Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

L. **Auto Renewal - Process Control and Instrumentation (SCADA)**
Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

M. **Auto Renewal - Pump & Motor Repair Services**
Staff Contact: *Bob Preis, Utilities Manager, (386) 676-3305*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

N. **Auto Renewal - Aquatic Weed Control**
Staff Contact: *Kevin Gray, Deputy Public Works Director, (386) 676-3325*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

O. **Auto Renewal - Sports Agreements**
Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

P. **Auto Renewal - Yellowstone Athletic Fields Maintenance**
Staff Contact: *Robert Carolin, Leisure Services Director, (386) 676-3279*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

Q. **Capital Improvement Plan Fiscal Year 2023-2024 through Fiscal Year 2027-2028 (Revised)**
Staff Contact: *Kelly McGuire, Finance Director, (386) 676-3226*
Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-56:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF

ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2023-57:** AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2023-58:** AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Cord Bear, Tomoka Christian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Audience Remarks

Ms. Elaine Davis, 76 Melrose Avenue, expressed concerns regarding the traffic calming process and provided specific examples related to Melrose Avenue.

Ms. Fran Cranfield, 136 Bear Creek Path, voiced opposition to any future development of the Ormond Beach Municipal Airport (Airport).

Ms. Rebecca Mangali, 746 Hope Street, encouraged the City Commission to continue the fight against the Belvedere Fuel Farm.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes of the October 25, 2023, and November 7, 2023, meetings were sent to the Commission for review and posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of the October 25, 2023, and November 7, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #6 – Community Redevelopment Agency

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

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:12 p.m.

Item #6A – Ormond MainStreet FY 2023-24 Funding Agreement

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2023-203

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

Ms. Becky Parker, Ormond Beach MainStreet Executive Director, thanked the City Commission for their support of the Ormond Beach MainStreet (MainStreet) program.

Commissioner Persis moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2023-203, as read by title only.

The motion passed by voice vote.

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

Item #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 Sargent requested Item 7D, 7G, 7H, and 7P be pulled from the Consent Agenda.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of the consent agenda, absent Items 7D, 7G, 7H, and 7P.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Item #7D – Third Party Administration Services for Workers' Compensation

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-207

A RESOLUTION ACCEPTING THE PROPOSAL OF RELATION INSURANCE SERVICES OF FLORIDA, INC. REGARDING WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MEDICAL MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-207, as read by title only.

Commissioner Sargent inquired about the providers listed outside of Volusia County; whereby, Ms. Kelly McGuire, Finance Director, explained the providers outside of Volusia County were for specialty referrals if none were available within Volusia County. He noted the city should look into requiring cyber liability from vendors such as the ones in the item.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #7G – Bailey Riverbridge Roof Replacement Project

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-181

A RESOLUTION ACCEPTING A PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Resolution No. 2023-207, as read by title only.

Commissioner Sargent inquired why AAT Roofing did not bid on the project; whereby, Mr. Alex Schumann, City Engineer, stated they did not wish to submit a bid. He reviewed a breakdown of the costs.

Commissioner Briley voiced support of the roofing materials.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #7H – Intent of RFQ - Professional Services for EOC & Public Safety Complex Space Needs Analysis

Mr. Jeff Boyle, 614 North Halifax Drive, stated the item was a priority for the Commission and was not for the public. He requested more information be provided and the Commission receive public input before moving forward. He expressed concerns regarding the location and need.

Ms. Connie Colby, 108 Roble Lane, voiced concerns on the items lack of public input, reasons for the need, and Neighborhood Improvement location.

Commissioner Sargent inquired how many staff were working out of the police department compared to 20 years ago; whereby, Ms. Joyce Shanahan, City Manager, stated there was about a third less 20 years ago. He expressed concerns regarding the cost of the analysis. He stated he did not support moving the police station and could support building an Emergency Operations Center (EOC) with a training center at the Airport. He questioned why the Governor denied funding the project.

Commissioner Tolland stated the needs analysis was warranted and would support readdressing the item after the Commission re-addressed the priorities in January. She noted there was a need for the analysis but did not want to rush the process. She questioned if the priority was set by the current or prior City Commission; whereby, Mr. Shawn Finley, Public Works Director, stated the priority was identified by the current Commission in January 2023.

Commissioner Persis explained she was comfortable waiting until January, noting it would be needed in the future.

Commissioner Briley stated he was comfortable waiting until January, and explained the item was needed due to the age of the police station, number of employees working within the station, and the need for a large EOC.

Ms. Shanahan clarified a goal setting session was only scheduled every two years and was not scheduled for January 2024. She stated staff could set a workshop if needed, noting it was approved in the Capital Improvement Plan approved in September 2023. She reviewed the process of the analysis.

Mayor Partington expressed support of the item and reviewed the needs of the city during normal business times and times of emergencies.

Commissioner Persis and Commissioner Tolland stated there was a need for the analysis and expressed concerns regarding the costs.

Mr. Finley went over the procedure for the analysis and clarified that the expenses would be discussed as they were only estimates.

Commissioner Persis expressed support of the item.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Disposition Item titled Intent of RFQ - Professional Services for EOC & Public Safety Complex Space Needs Analysis.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	No
	Commissioner Persis	Yes
	Commissioner Briley	Yes

Carried.	Mayor Partington	Yes

Item #7P – Auto Renewal - Yellowstone Athletic Fields Maintenance

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Disposition Item titled Auto Renewal - Yellowstone Athletic Fields Maintenance.

Commissioner Sargent requested the Staff Reports in the agenda include what changes to the contract there have been since the original contract. He expressed concerns regarding tax payer dollars being used on maintenance for schools when the residents are paying taxes to the Volusia County Schools.

Call Vote:	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Briley thanked staff for their work on Item 7I; the Intent to Bid for Fleming Avenue Drainage Improvements.

Commissioner thanked MainStreet for their work with the city.

Commissioner Sargent stated the CRA sunsets in 2036 and to start thinking about future funding and expressed support for MainStreet.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Deletion of the I-2, Heavy Industrial Zoning District

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-56

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker explained the item was an amendment to the Land Development Code to delete the I-2 Heavy Industrial (I-2) zoning district based on the Commission's direction, noting there were no properties with the zoning. He explained Halifax Paving would retain the Volusia County zoning until the city designates a zoning district.

Ms. Shanahan stated Volusia County instituted a moratorium on I-2 zoning, explaining a permit application was received by the county from Belvedere and noted the county did

not accept it as no applications with the I-2 zoning would be processed until after the moratorium.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-56, on first reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
Carried.	Mayor Partington	Yes

Item #8B – Annexation, Benton Street Parcels

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-57

AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-57, on first reading, as read by title only.

Call Vote:	Commissioner Briley	Yes
	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8C – Annexation, 1113 & 1117 North U.S. Highway 1

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-58

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-58, on first reading, as read by title only.

Call Vote:	Commissioner Tolland	Yes
	Commissioner Sargent	Yes
	Commissioner Persis	Yes
	Commissioner Briley	Yes
Carried.	Mayor Partington	Yes

Item #9 – Reports, Suggestions, Requests

Traffic Calming
Ms. Shanahan reviewed the issues stated during Audience Remarks regarding the traffic calming and discussed what staff was doing to address the concerns.

Commissioner Sargent inquired if there was a notice that could be sent to the residents; whereby, Ms. Shanahan stated staff could publish something on social media.

Commissioner Tolland thanked staff for their work on reviewing the process.

Announcements and Events
Ms. Shanahan announced applications were being accepted for the Kauffman FastTrac program. She reviewed upcoming events such as Movies on the Halifax, HOme for the HOlidays parade, Breakfast with Santa, and letters to Santa box.

Commissioner Persis discussed the events she attended including a DARE graduation, Veterans Day Luncheon, and First Step Shelter meeting.

Commissioner Briley reviewed the events he attended including Barracks of Hope ribbon cutting, Veteran's Day appreciation, and National League of Cities Summit.

Questions and Requests
Commissioner Sargent inquired on the status of the Airport's Taxiway Bravo rehabilitation status; whereby, Ms. Shanahan stated staff was working on the item and did not have an update at the time. He expressed concerns regarding continued mulch in the street along Granada Boulevard from the city's landscaping.

Commissioner Persis requested the city have a table at the First Step Shelter Mayor's Gala in February 2024 and for staff to look into grant funds for bridge lighting. She inquired if the Commission was interested in painting parking spaces in different colors along Granada Boulevard.

Commissioner Tolland and Commissioner Briley expressed support of the bridge lighting and noted it would be beneficial to wait until after the Cassen Park and Florida Department of Transportation work has been completed.

Commissioner Briley inquired if staff would support sponsoring a room with Barracks of Hope; whereby, Mayor Partington stated there was plenty of grant funds the organization could apply for. He stated the Little Tomoka Yacht Club restaurant approached him inquiring about annexation; whereby, Mr. Spraker stated the owner could reach out to him and he would work with them.

Commissioner Tolland asked about the status of the Cassen Park project; whereby, Ms. Shanahan stated Zev Cohen and Associates was working on the detailed engineering plans. Mr. Finley stated they were working on a timeline and noted he expected to have something to share after the first of the year. She stated the Grow the Loop entrance was approved by the Quality of Life Advisory Board and inquired what the next steps were; whereby, Ms. Shanahan stated staff was discussing and would workshop the item before bringing to the Commission.

Commissioner Tolland and Mr. Finley provided an update on the mental health signage in the parks. She inquired about an update regarding the landscaping ordinance; whereby, Mr. Finley stated more time was needed to make sure it was done correctly due to the extent of the ordinance. She stated a member of the Planning Board was discussing the need for cell service in certain areas of the city; whereby, Ms. Shanahan stated it was private enterprise.

Condolences
Commissioner Tolland offered condolences to Officer Michael Bakaysa's family and friends.

Item #10 – Adjournment

The meeting was adjourned at 8:16 p.m.

APPROVED: December 19, 2023

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-215
Strategic Goal:	N/A		
Department:	Public Works - Engineering		
Subject:	Bid Award - City Hall Landscape Renovations		
Summary:	Requesting approval from the City Commission, also acting as the Community Redevelopment Agency, for the City to award a bid to install City Hall Landscape Renovations. Landscaping for this location has been damaged by numerous hurricanes and natural maturation and has not had any significant restorations since 2004. Proposed landscaping includes installation of ornamental palms, trees, shrubs, and ground covers, removal of previous materials, site restoration, and minor irrigation work. At least 96% of the proposed plants are native or drought-tolerant (xeric) plants. The remaining 4% of plant material is the annual decorative plantings in front of City Hall around the plaza fountain and City Hall sign. An exhibit is attached identifying which selected plants are native and which selected plants are xeric. This project was advertised on August 20, 2023. On September 20, 2023, three bids were received, ranging from $55,188.20 to $81,805.25. The low bidder was Verdego Landscape, LLC with a base bid of $55,188.20, and included bid alternate 1 and 3 for a total bid of $154,699.20. Staff is recommending award of all of the proposed trees (base bid) and all of the proposed shrubs and plants (alternate #1 and #3) to restore the landscaping to its original design and comply with the applicable landscaping code. The proposed award exceeds the previous budget estimate. However, funding is available in the Fund 104- Community Development Area (CRA) fund.		
Financial Impact:	Funding is available from Fund 104-Community Development Area (CRA) in the amount of $60,000 and Fund 001-General Fund City Tree Replacement Account in the amount of $67,000. A budget amendment for Fund 104 would be required to cover the additional $27,699.20 above the initial budget estimate. Sufficient funds are available.		

Citizen Impact:	The landscape renovations are designed to improve the overall quality of Ormond Beach for both residents and visitors. The proposed work will not disrupt normal operations at this facility. However, to allow work to be done with demolition and tree installations, small sections of the parking areas will be closed temporarily.
Recommended Action (Staff, Advisory Board and/or Other):	The City's Quality of Life Advisory Board reviewed the proposed landscaping project at its December 7, 2023, meeting and recommended approval. Staff recommends approving the bid award to Verdego Landscape, LLC in the amount of $154,699.20 for the construction of the City Hall Landscape Renovations.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 23-215 CityHall Landscape-VerdeGo (P23-0197G) 2. City Hall Project Location Map 3. BID 2023-32 City Hall Reno. Bid Package-Verdego 4. Bid 2023-32 City Hall Reno BP Correction Letter 5. CITY HALL NATIVE AND XERIC 6. BID 2023-32 signed bid tab
Approval:	Kelly McGuire, Finance Director 11/9/2023 Claire Whitley, Assistant City Manager 11/15/2023 Joyce Shanahan, City Manager 11/15/2023

RESOLUTION NO. 2023-215

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, Florida Statutes, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City advertised for bids (Bid No. 2023-32) regarding the city hall landscape renovations project ("Project") in accordance with Section 2-300, *Code of Ordinances,* and

WHEREAS, the appropriate City staff members have reviewed the three (3) bids received and have determined that the bid submitted by Verdego Landscape, LLC with a base bid of $55,188.20 plus bid alternate #1 at $65,745.00, plus bid alternate #2 at $2,068.00, plus bid alternate 3 at $33,766.00, plus bid alternate 4 at $800.00 for a total bid in the amount of

$157,567.20 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part, and

WHEREAS, the appropriate City staff members have reviewed the bids received and have determined that bid alternates 2 and 4 should be deleted from the underlying bid proposals, and

WHEREAS, the appropriate City staff members have determined that the bid submitted by Verdego Landscape, LLC to provide construction services for the aforedescribed Project at the adjusted bid price of $154,699.20 (consisting of the base bid at $55,188.20, bid alternate 1 at $65,745.00 plus bid alternate 3 at $33,766.00) is the best and lowest responsive and responsible bid (a copy of said bid being attached hereto and incorporated herein by reference); and therefore, have recommended that the said bid be accepted, and

WHEREAS, the City Manager has certified that the money for the payment of the Project in the amount of $154,699.20 has been appropriated to the credit of the Downtown Redevelopment Trust Fund (104) and the City Tree Replacement Fund and will not be appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

SECTION ONE. The bid submitted by Verdego Landscape, LLC to provide construction services regarding the city hall landscape renovations project at a cost not to exceed $154,699.20 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with Verdego Landscape, LLC.

SECTION THREE. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute a contract with Verdego Landscape, LLC to provide construction services for the Project at the said price, and to pay the cost therefor from the Downtown Redevelopment Trust Fund and the City Tree Replacement Fund.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City Hall Landscape Renovations, Bid No. 2023-32



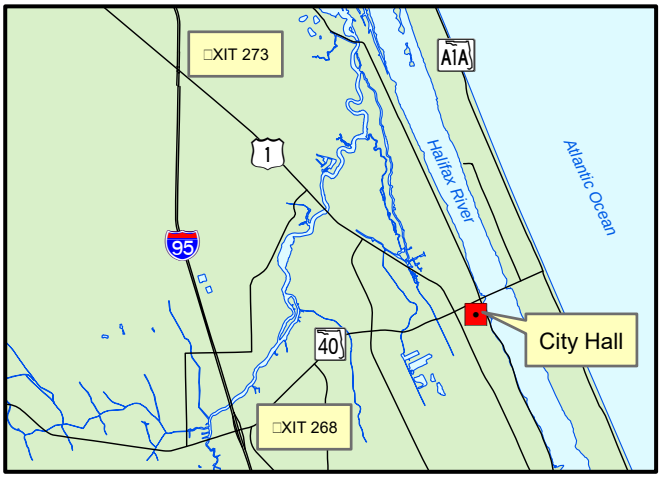
Driving Instructions

From I-95 Northbound

- Get off at Exit 268 and turn right on SR 40 (W Granada Blvd).
- Continue east on SR 40 approx. 4.3 miles to Lewis St.
- Turn right on Lewis St. to Corbin Ave. (short block).
- Turn left on Corbin Ave.
- City Hall parking lot is on your immediate right.

From I-95 Southbound

- Get off at Exit 273 and turn left on S Hwy 1.
- Continue south on S Hwy 1 approx. 5.7 miles to W. Granada Blvd.
- Turn left on W. Granada Blvd. for 0.3 miles to Lewis St.
- Turn right on Lewis St. to Corbin Ave. (short block).
- Turn left on Corbin Ave.
- City Hall parking lot is on your immediate right.



SECTION 00300
BID

CONTRACTORS NAME Verdego Landscape LICENSE NO. _____

PROJECT IDENTIFICATION: **CITY HALL LANDSCAPE RENOVATIONS**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2023-32**

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

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

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

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

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

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	Number
09/15/23	1

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

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

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

5. BIDDER will complete the Work for the following price(s):

CITY HALL LANDSCAPE BID SCHEDULE

Item	Description	Quantity	Unit	Price	Bid Price
1.	Remove & Dispose of trees/ Plant materials, soil as detailed on the Landscape Removal Plan; Item 1 also includes Site Preparations	1	LS	$ 33,150.00	$ 33,150.00
2.	Install Blue Lily of the Nile (18"ht.x 18"spr.; 3 gal.)	34	Ea.	$ 12.00	$ 408.00
3.	Install Annuals (4" pots w/osmocote)	65	Ea.	$ 4.00	$ 260.00
4.	Install Red Ruffle Azalea (15"ht.x 18"spr.; 3 gal.)	30	Ea.	$ 17.00	$ 510.00
5.	Install King Sago (36"ht.x 36" spr.; 7 gal.)	1	Ea.	$ 90.00	$ 90.00
6.	Install White African Iris (1 gal.)	48	Ea.	$ 7.00	$ 336.00
7.	Install Shore Juniper (1 gal.)	12	Ea.	$ 7.00	$ 84.00
8.	Install Super Blue Liriope (1 gal.)	40	Ea.	$ 6.00	$ 240.00
9.	Install Purple Giant Iris (36"ht.x 30"spr.; 3 gal.)	14	Ea.	$ 18.00	$ 252.00

10. Install Orange Portulaca (1 gal.)	80	Ea.	$ 7.50	$ 600.00
11. Install Cone Podocarpus (4'ht.x 20" spr.; 10 gal.)	2	Ea.	$ 90.00	$ 180.00
12. Install Pringles Japanese Yew (20"ht.x 20" spr.; 3 gal.)	25	Ea.	$ 16.00	$ 400.00
13. Install Var. Pittosporum (20"ht.x 18" spr.; 3 gal.)	100	Ea.	$ 16.00	$ 1,600.00
14. Install Tricolor Asiatic Jasmine (1 gal.)	199	Ea.	$ 4.00	$ 796.00
15. Install Cardboard Plant (36"ht.x 36"spr.; 3 gal.)	1	Ea.	$ 50.00	$ 50.00
16. Install St. Augustine Sod	7,600 *	SF	$ .68	$ 5,168.00
17. Install Palmetto Sod	1,565 *	SF	$ .68	$ 1,064.20
18. Irrigation Allowance	1	N/A	$ 1	$10,000

* Above square footages are an estimate and the contractor shall calculate their own square footages.

TOTAL BASE BID $ 55,188.20
(Figures)

Fifty Five Thousand One Hundred □ighty □ight Dollars and Twenty cents
(Words)

BID ALTERNATE 1:

Item	Description	Quantity	Unit	Price	Bid Price
1.	Install Cabbage Palms (10" Diameter min.; B&B w/Staking)	9	Ea.	$ 325.00	$ 2,925.00
2.	Install Nellie R Stevens (12'ht.x 3'spr.; 3.5" caliper; f.g w/Staking.)	4	Ea.	$ 600.00	$ 2,400.00
3.	Install Robin Holly (42"ht.x 2.5" spr.; 15 gal.)	2	Ea.	$ 185.00	$ 370.00
4.	Install Red Crape Myrtle (10'ht.x 4'spr.; 45 gal. w/Staking)	4	Ea.	$ 400.00	$ 1,600.00
5.	Install Bracken Brown Magnolia	1	Ea.	$ 950.00	$ 950.00

(10'ht.x 4.5'spr.; 3.5" caliper;
100 gal. w/Staking)

6. Install Live Oak — 7 — Ea. — $ 850.00 — $ 5,950.00
(15'ht.x 7.5'spr.; 3.5" caliper;
100 gal. w/Staking)

7. Install Spartan Juniper — 9 — Ea. — $ 550.00 — $ 4,950.00
(7.5'ht.x 3' spr.; 30 gal.)

8. Install Live Oak — 18 — Ea. — $ 1,900.00 — $ 34,200.00
(19'ht.x 8'spr.; 6" caliper;
200 gal. w/Staking)

9. Install Medjool Palms — 2 — Ea. — $ 5,200.00 — $ 10,400.00
(16' c.t. w/4 Stakes per palms, white builders sand per detail and water backfill, Certificate of Variety Required)

2,000.00

10. Remove Deadwood on — 2 — LS — $ 1,000.00 — $ ~~1,000.00~~
Specimen Oak Trees (Alternate 1 See Plan for Locations)

65,745.00

TOTAL BID ALTERNATE 1 $ ~~64,745.00~~

(Figures)

Sixty Four Thousand Seven Hundred Forty Five Dollars and zero cents

(Words)

BID ALTERNATE 2:

1. Install Commercial Grade 252 * — LF — $ 2,068.00 — $ 2,068.00
Aluminum Edging on (11) On Grade Planters (See Plan for Locations)

BID ALTERNATE 3:

1. Install Aztec Grass — 419 — Ea. — $ 6.00 — $ 2,514.00
(1 gal.)

2. Install Blue Daze — 282 — Ea. — $ 7.50 — $ 2,115.00
(1 gal.)

3. Install Dwf. Yaupon Holly — 256 — Ea. — $ 12.00 — $ 3,072.00
(18"ht.x 18" spr.; 3 gal.)

4. Install Japanese Yew — 29 — Ea. — $ 42.00 — $ 1,218.00
(36"ht.x 20"spr.; 7 gal.)

5. Install Japanese Yew — 34 — Ea. — $ 90.00 — $ 3,060.00
(54"ht.x 24"spr.; 15 gal.)

6. Install White Indian Hawthorn — 422 — Ea. — $ 12.00 — $ 5,064.00

(18"ht.x 18" spr.; 3 gal.)

7.	Install Dwf. Var. Schefflera (18"ht.x 20"spr.; 3 gal.)	249	Ea.	$ 13.00	$ 3,237.00
8.	Install Purple Society Garlic (1 gal.)	348	Ea.	$ 7.00	$ 2,436.00
9.	Install Sandankwa Viburnum (24"ht.x 20" spr.; 3 gal.)	200	Ea.	$ 13.00	$ 2,600.00
10.	Install Mulch	169 *	CY	$ 50.00	$ 8,450.00

TOTAL BID ALTERNATE 3 $ 33,766.00

(Figures)

Thirty Three Thousand Seven Hundred Sixty Six Dollars and zero cents

(Words)

BID ALTERNATE 4:

1.	Boot Cabbage Palms (Remove boots only)	8	LS	$ ~~800.00~~ 100.00	$ 800.00

ight Hundred dollars and zero cents

(Words)

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run, and completed within **120** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred Dollars ($300.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of

(1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

(2) a Bid Bond in the amount of 5 percent of the total bid.

(b) Equipment, Material, and Subcontractors List

(c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

(d) Drug Free Workplace Certificate

(e) Conflict, Non-Conflict of Interest, Litigation Statement

(f) Local Vendor Preference

(g) Verification of Employment Status Using E-Verify System

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: Verdego Landscape
Street Address: 3335 North State Street
City, State, Zip Code: Bunnell, Fl. 32110
Email: dsimmons@verdego.com
Telephone No.: (386) 437-3122 Fax No.: (386) 437-6883

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on September 20, 20 23.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

_____ (SEAL)
(Individual's Name - Typed or Printed)

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By Verdego Landscape
(Corporation Name)

(State of Incorporation)

By
(Name of Person Authorized to Sign - Signature)

TJ McNitt
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

Attest David Simmons

Business address: P.O. Box 789 (Mailing Address)
3335 North State Street (Physical Address)
Bunnell, Fl. 32110

Phone No.: (386) 437-3122
Fax No.: (386) 437-6883

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials:

Item	Supplier
Trees As Specified	Cherry Lake, Groveland, Fl. (352) 429-2171
Plant Materials (1 gallon)	R Plants Inc., Homestead, Fl. (305) 257-9883
Plant Materials (Other gallonage)	R Plants Inc., Homestead, Fl. (305) 257-9883
Sod As Specified	Strickland Brothers Sod, Bunnell, Fl. (386) 437-0062
Mulch	Stone Plus, Palm Coast, Fl. (386) 248-0180
White Builders Sand	Stone Plus, Palm Coast, Fl. (386) 248-0180
Commercial Grade Alum. Edging	Stone Plus, Palm Coast, Fl. (386) 248-0180
Tree & Palm Staking	Arborbrace, Miami, Fl. (305) 992-4104

Subcontractors:

Work Classification: Tree Removal, Trimming and stump grinding.

Name: A & M Tree Service & Landscaping

Address: 60 Beacon Mill Lane, Palm Coast, Fl. 32137

Phone Number: (386) 338-2329 Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contractor References

Municipal Projects

	Project Name / City and State	Contact Information
1.	SR421 Dunlawton Ave., Port Orange, Fl.	Margaret Tomlinson, (386) 506-5661
2.	May St. Landscaping, St. Augustine, Fl.	Xavier L. Pellicer III, (904) 209-4211
3.	I95/SR100 Landscaping, Palm Coast, Fl.	Vineesh Crawford, (386) 986-3789

Projects Exceeding $30K as Prime Contractor

	Project Name / City and State	Contact Information
1.	SR421 Dunlawton Ave., Port Orange, Fl.	Margaret Tomlinson, (386) 506-5661
2.	May St. Landscaping, St. Augustine, Fl.	Xavier L. Pellicer III, (904) 209-4211
3.	I95/SR100 Landscaping, Palm Coast, Fl.	Vineesh Crawford, (386) 986-3789

TRENCH SAFETY STANDARDS (N/A)

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	N/A	L.F.	_____	_____
2. Sheeting/Shoring	N/A	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

Identical Or "Tie" Bids: 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.

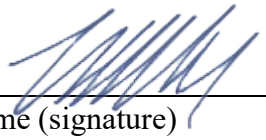
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

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.



09/20/23

Name (signature) Date

TJ McNitt

Name (typed or printed)

President

Title

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.

Verdego Landscape
COMPANY NAME



AUTHORIZED SIGNATURE

TJ McNitt
NAME (PRINT OR TYPE)

President
TITLE

09/20/23
DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature:_____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

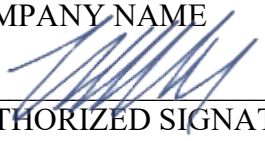
To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

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.

Verdego Landscape
COMPANY NAME



AUTHORIZED SIGNATURE

TJ McNitt
NAME (PRINT OR TYPE)

President
TITLE

09/20/23
DATE

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Verdego, LLC

(*hereinafter called Principal*) and

Great Midwest Insurance Company
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State Texas of with its principal offices in the County of Harris and authorized to do business in the State of Florida, in the full and just sum of Five Percent of the Amount Bid ---------- Dollars ($ ----------5%----------) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **CITY HALL LANDSCAPE IMPROVEMENTS (Bid No. 2023-32)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 18th day September, 2023.

Verdego, LLC
(Principal)

By: _____

ATTEST:

_____
(SEAL)

Great Midwest Insurance Company
(Surety)

By: _____

Tyler D. DeBord, Attorney-In-Fact

END OF SECTION
00410 - 1

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 18th Day of September, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Bid 2023-32 City Hall Landscape Renovations

Landscape and Irrigation Proposal

Proposal Date: 09/20/23

Submitted To:

City of Ormond Beach

Rob Hart (Purchasing Coordinator)

22 South Beach Street

Ormond Beach, Florida 32174

(386) 676-3223

Project Name and Address:

Bid 2023-32 City Hall Landscape Renovations

Ormond Beach, Florida 32174

Mr. Hart,

Verdego LLC is pleased to submit a proposal for the Bid 2023-32 City Hall Landscape Renovations project. If you should have any questions please do not hesitate to call us. Thank you for considering Verdego for your landscape needs!

Best Regards,



T.J. McNitt

Owner

Bid 2023-32 City Hall Landscape Renovations

Landscape and Irrigation Proposal

Proposal Date: 09/20/23

Project Pricing Summary: **Cost:**

See attached provided bid form for plant material and pricing.

Note: Plants are bid per container size. The height and spread is what is available in the industry. No grading is included in this proposal.

Plan Sheets: **Date:**

Landscape Sheets: 1 thru 5 06/20/23

No addendums noted.

Scope of work:

The project generally consists of the providing all labor, equipment, and materials to construct the proposed work in accordance to drawing identified above. All work shall be completed in with accepted industry standards and practices. Verdego extends a one year warranty from completion of work. Verdego's standard exclusions will be a part of the contract and are available for review if needed.

Bid 2023-32 City Hall Landscape Renovations

Landscape and Irrigation Proposal

Proposal Date: 09/20/23

Landscape Qualifications:

1. Quantities are based on bid form provided by the City of Ormond Beach.
2. ~~Grading in excess of 1/10th of a foot is excluded from our pricing for all areas. Sub grade is to be provided by others +/- 1/10th Additional grading can be priced at owner's request. This excludes construction debris removal and removal of rocks greater than one (1) foot square. If large rock is encountered during installation a proposal for removal/demolition will need to be approved before work continues.~~ DRS
3. Machine access to all areas of the site is required.
4. We will require access to site prior to completion of pavement, curbing or other improvements that might restrict equipment access for trenching, pipe sleeving, conduits, and specimen tree installation.
5. ~~Traffic or Pedestrian control, construction/security fencing is not included.~~ DRS
6. ~~Removal of underground rock or impervious material in the landscape areas will be disposed of on site.~~ DRS
7. This proposal excludes the relocation of existing utilities. All areas will be marked by underground locating service. All private utilities not covered by Utilities Protection Agency are the sole responsibility of the owner to have clearly marked.
8. We have included spot checking of plant pits for proper drainage. However, if drainage problems exist and water is retained for extended periods, we will bring this condition to Landscape Architects and Owners attention.
9. ~~Interim maintenance of the plant material has been included during the installation of the project. Maintenance past substantial completion can be priced if requested.~~ DRS
10. ~~Tree protection fence, tree removal, clearing and grubbing of existing tree save areas, and erosion control~~ DRS measures are not included in this proposal. Pricing can be provided if requested.
11. Temporary grassing or irrigation not included
12. Sod quantities are an estimate as taken by their graphic representation on the two dimensional plan. This quantity could vary +/- due to the finish grade and overall site clearance. Billing will be according to the +/- quantity of sod treatment used.
13. Our planting soil mix consists of amending native/in-place soil in the backfill and planting soil mixes.
14. Topsoil has not been included in the turf areas.
15. Our proposal does not include importing any topsoil.
16. ~~This proposal includes; staking trees to afford maximum security in growth, Pruning, as needed, and initial watering of all plant material at time of installation.~~ DRS

Bid 2023-32 City Hall Landscape Renovations

Landscape and Irrigation Proposal

Proposal Date: 09/20/23

Irrigation Qualifications:

1. Irrigation pricing based and an allowance provided by the City of Ormond Beach.
2. Irrigation pricing does not include water source.
3. Irrigation pricing does not include power to the pump (if required) or controller.
4. Irrigation pricing does not include bores, saw cuts or patching.

General Conditions:

1. All newly installed plant material shall be covered by a one-time, twelve-month replacement warranty, which does not cover vandalism or acts of God and is contingent upon proper watering and maintenance being provided by the owner. This warranty EXCLUDES remedy for damage or defect caused by abuse, modifications not executed by Verdego, LLC., improper or insufficient maintenance, improper operation, or normal wear and tear under normal use.
2. This proposal shall only be valid for sixty (60) days. Thereafter is subject to change without notice.

Ms. Cara Culliver
22 South Beach Street, RM 104
Ormond Beach, Florida 32174

Date: September 25,2023

Subject: Bid 2023-32 City Hall Renovations Bid Package

Dear Ms. Culliver,

Regarding the Bid submitted for the above referenced project, Verdego Landscape, LLC acknowledges the following:

1. Bid Alternate #1, item #10 should read a total of $2,000 vise $1,000. The written amount total for Bid Alternate #1 should be corrected to Sixty-Five Thousand Seven Hundred Forty-Five Dollars and zero cents to match the numeric total of $65,745.00
2. Bid Alternate #4, item #1 should read a LS of $100 vise $800. Bid Alternate #4 should total $800.00.

If you should have any questions, please do not hesitate to call us. Thank you for considering Verdego for you landscape needs.

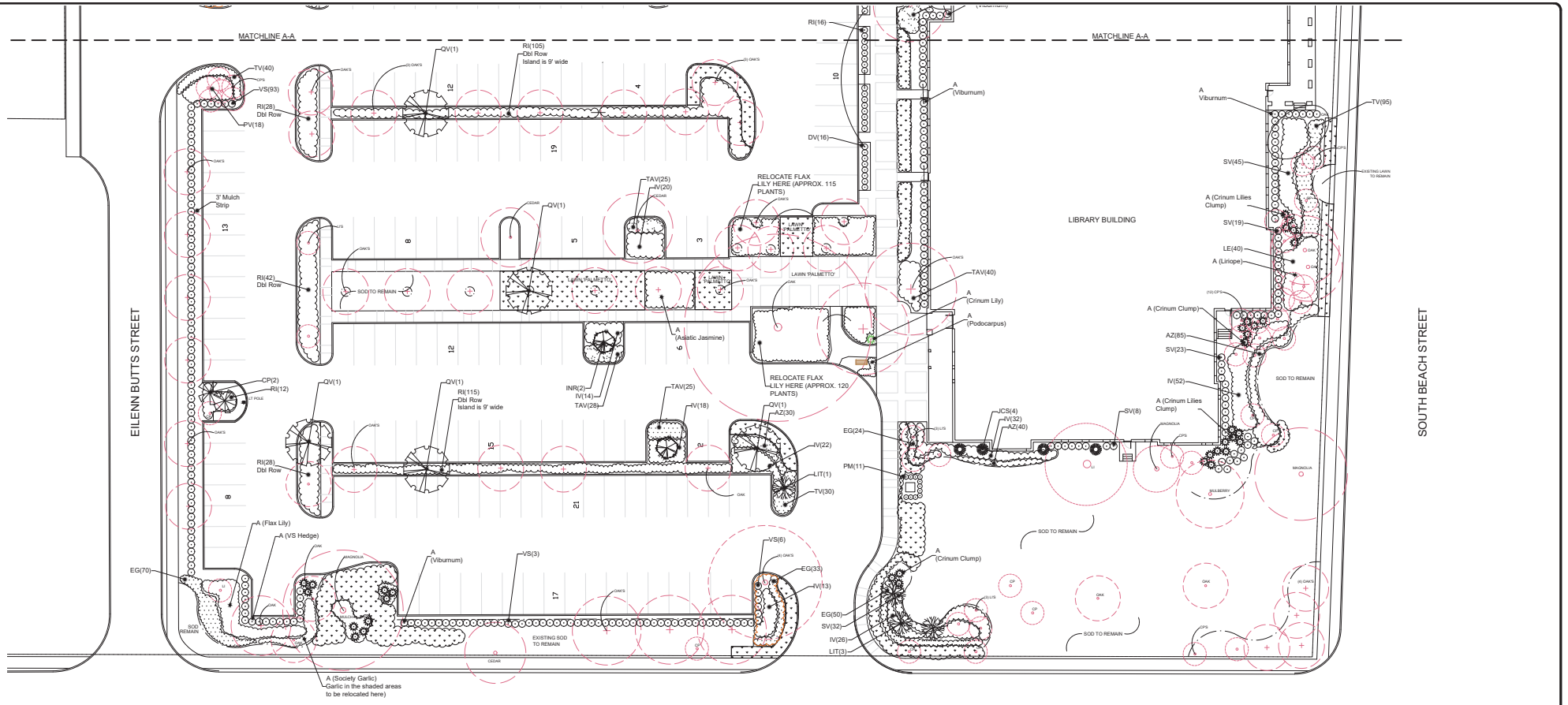
Best Regards,

David Simmons

David Simmons
Chief Estimator

PHYSICAL ADDRESS: 3335 NORTH STATE STREET / BUNNELL, FL 32110
MAILING ADDRESS: P.O. BOX 789 / BUNNELL, FL 32110
PHONE: 386-437-3122 / FAX: 386-437-6883
VERDEGO.COM

NATIVE & XERIC PLANT EXHIBIT



LEGEND

- NATIVE PLANT SELECTION
- XERIC PLANT SELECTION
- NON-NATIVE / NON-XERIC PLANT SELECTION

TREE FUND PLANT LIST:

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
9	CP	Sabal palmetto CABBAGE PALMS	18' c.t. unless otherwise noted 10" Diam min.; B&B Slick Trunks
4	INR	Ilex 'Nellie R Stevens' NELLIE R STEVENS	12'ht.x 3' spr. FTG 3.5" caliper f.g.
2	IR	Ilex x Robin pp9486 ROBIN HOLLY	42"ht.x 2.5"spr. 15 gal.
4	LIT	Lagerstroemia indica 'Tuscarora' RED CRAPE MYRTLE	10'ht.x 4'spr.; (5) Trunks min. 6" combined caliper 45 gal.
1	MGB	Magnolia grandiflora 'Bracken Brown' BRACKEN BROWN MAGNOLIA	10'ht.x 4.5"spr. 3.5" caliper 100 gal.
7	QV	Quercus virginiana LIVE OAK	15'ht.x 7.5'spr. 3.5" caliper 100 gal.
9	JCS	Juniperus chinensis 'Spartan' SPARTAN JUNIPER	7.5'ht.x 3'spr.; Matched Hgt. 2" caliper; 30 gal.
18	QV	Quercus virginiana (To Be Determined) LIVE OAK	19'ht.x 8"spr. 6" caliper 200 gal.
2	PDM	Phoenix dactylifera 'Medjool' MEDJOOL PALMS	16' c.t. Specimen 12" Diameter min. B&B

	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
2	PMC	Podocarpus macrophyllus 'Cone' CONE PODOCARPUS	4'ht.x 20"spr. 10 gal.
25	PMP	Podocarpus macrophyllus 'Pringles' DWF. PRINGLES JAPANESE YEW	20"ht.x 20"spr. 3 gal. 24" o.c.
29	PM	Podocarpus macrophyllus JAPANESE YEW	36"ht.x 20"spr. 7 gal. 24" o.c.
34	PM1	Podocarpus macrophyllus JAPANESE YEW	54"ht.x 24"spr. 15 gal. 24"o.c.
100	PV	Pittosporum tobira 'Variegata' VARIEGATED PITTOSPORUM	20"ht.x 18"spr. 3 gal. 30"o.c.
422	RI	Rhaphiolepis indica 'Alba' WHITE INDIAN HAWTHORN	18"ht.x 18"spr. 3 gal. 36"o.c.
249	SV	Schefflera arboricola 'Trinette' DWARF VARIEGATED SCHEFFLERA	18"ht.x 20"spr. 3 gal. 30"o.c.
199	TAV	Trachelospermum asiaticum 'Tricolor' TRICOLOR ASIATIC JASMINE	4" pots w/osmocote 8-12" runners min. 18" o.c.
348	TV	Tulbaghia violacea PURPLE SOCIETY GARLIC	1 gal. full (12) Bibs min. 20" o.c.
200	VS	Viburnum suspensum SANDANKWA VIBURNUM	24"ht.x 20"spr. 3 gal. 36"o.c.
1	ZF	Zamia furfuracea CARDBOARD PLANT	36"ht.x 36"spr. 7 gal.
7,561 S.F.	LAWN	St. Augustine 'Floratam'	solid even sod
1,565 S.F.	LAWN	St. Augustine 'Palmetto'	solid even sod
169 C.Y. (18,243 S.F. Approximate)	MULCH	Shredded Hardwoods, GRADE A 3" DEPTH TO ALL PLANTING BEDS	

CITY HALL PLANT LIST:

QUAN.	KEY	BOTANICAL/COMMON NAME	DESCRIPTION
34	AA	Agapanthus africanus BLUE LILY OF THE NILE	18"ht.x 18"spr. 3 gal. 30"o.c.
65	AN	Annuals (Match Existing) SEASONAL FLOWERS	4" pots w/osmocote 18" o.c.
419	AZ	Liriope 'Aztec Grass' AZTEC GRASS	1 gal. full (12) Bibs min. 20" o.c.
30	AZL	Rhododendron 'Red Ruffle' RED RUFFLE AZALEA	15"ht.x 18"spr. 3 gal. 30"o.c.
1	CR	Cycas revoluta KING SAGO PALM	36"ht.x 36"spr. 7 gal.
48	DV	Dietes vegeta WHITE AFRICAN IRIS	20" ht. 1 gal. 24"o.c.
282	EG	Evolvulus glomeratus BLUE MY MIND BLUE DAZE	1 gal. full 20" o.c.
256	IV	Ilex vomitoria 'Stokes Dwarf' DWARF YAUPON HOLLY	15"ht.x 18"spr. 3 gal. 30-36"o.c.
12	JC	Juniperus conferta SHORE JUNIPER	1 gal. full 8" trailing 20" o.c.
40	LE	Liriope muscari 'Super Blue' SUPER BLUE LIRIOPE	1 gal. full (12) Bibs min. 20" o.c.
14	NC	Neomarica caerulea 'Regina' PURPLE GIANT IRIS	36"ht.x 36"spr. 3 gal. 36"o.c.
80	PG	Portulaca oleracea ORANGE PORTULACA	1 gal. full 20" o.c.

GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

CITY HALL LANDSCAPE RENOVATIONS

LANDSCAPE PLAN

DATE:	06/20/23
SCALE:	1"=20'-0"
DRAWN BY:	CSC
PROJECT NO.:	
FILE NAME:	FINAL DEMO PLAN
SHEET:	4 of 5

BID OPENING TABULATION

Project: City Hall Landscape Renovations

Bid Number: 2023-32

Date & Time: September 20, 2023 2:00pm

Contractor	Addendum #1	Bid Bond	Base Bid	Bid Alternate #1	Bid Alternate #2	Bid Alternate #3	Bid Alternate #4
DDS Enterprises, LLC	y	y	$73,134.90	$70,290.00	$4,221.00	$53,372.10	$3,200.00
RJ Landscape Contractors, INC	y	y	$81,805.25	$81,100.00	$1,764.00	$39,808.00	$800.00
Verdego Landscape, LLC	y	y	$55,188.20	$64,745.00	$2,068.00	$33,766.00	$800.00

SEP2023 2:00PM

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

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Cara Culliver
Landscape Architect

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-194
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Fleet Management		
Subject:	Purchase 3 Wheel Broom Street Sweeper		
Summary:	This is a request to purchase one Elgin Pelican NP Three Wheel Broom Street Sweeper under the Florida Sheriffs Contract FSA23-EQU21.0, Item 398. By authorizing the purchase, Stormwater Maintenance will have the ability to increase the residential street sweeping program from a monthly frequency to bi-weekly. By increasing street sweeping frequency and efficiency, additional dirt and debris will be removed and prevented from entering storm drains and catch basins in the roadway, which ultimately ends up outfalling into the Halifax River. The additional street sweeper will assist in the compliance with the City's NPDES (National Pollutant Discharge Elimination System) permitting requirements regarding particulate discharges to the river. The vendor Environmental Products Group, Inc. notified City staff of the availability of a brand new 2024 Elgin Pelican Three Wheel Broom Street Sweeper that meets all specifications, and agreed to a non-binding Purchase Letter of Intent to hold the unit pending City Commission approval, thus reducing the lengthy build to delivery time frame of May-June 2024.		
Financial Impact:	Funding for the purchase of a Street Sweeper is included in the amount of $284,447 is available within the FY 2023-24 budget, Fund 107 - Stormwater Maintenance.		
Citizen Impact:	Water Quality & the Environment - Other		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of 1 Elgin Pelican NP Three Wheel Broom Street Sweeper under the Florida Sheriffs Contract FSA23-EQU21.0, Item 398 from Environmental Products Group, Inc.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	1. 23-194 Street Sweeper Purchase (P23-0218G) 2. CC 802 Purchase of Elgin 3 wheel street sweeper 3. FSA23-EQU21.0 Item 398 Elgin Pelican Three Wheeled Broom Sweeper
Approval:	Kelly McGuire, Finance Director 12/1/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-194

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2024 ELGIN PELICAN STREET SWEEPER, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one (1) 2024 Elgin Pelican NP Three Wheel Broom Street Sweeper, under Florida Sheriffs Association Bid No. FSA23-EQU21.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one (1) 2024 Elgin Pelican NP Three Wheel Broom Street Sweeper, from Environmental Products Group, Inc. in the amount of $284,447.00; and

WHEREAS, the City Manager has certified that funds in the amount of $284,447.00 for the total purchase thereof are in the Fiscal Year 2023/24 Stormwater Maintenance Fund (107) and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one (1) 2024 Elgin Pelican NP

Three Wheel Broom Street Sweeper, from Environmental Products Group, Inc in the amount of $284.447.00 and to pay the costs therefore from the Fiscal Year 2023/24 Stormwater Maintenance Fund (107).

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400264
Vendor: Environmental Products Group, Inc.
Resolution No. 2023-194

Requisition By: Gray Reason: Purchase of one (1) Elgin Pelican NP Three Wheeled Street Sweeper
Date: 12/19/2023
Florida Sheriffs Association Contract – FSA23-EQU21.0 – Item #398
Purchase of: Purchase of one (1) Elgin Pelican NP Three Wheeled Street Sweeper – Funding through Fund 107 – Stormwater Maintenance Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	**AMOUNT**
1	Elgin Pelican 3-wheel sweeper	EA	1	$282,087.00	**$282,087.00**
2	Muni Package	EA	1	$28,376.00	**$28,376.00**
3	LED Arrowstick	EA	1	$2,205.00	**$2,205.00**
4	**Elgin Service Manual ***	EA	1	$115.00	**$115.00**
5	**LED/Stop/Tail.Turn Lights***	EA	1	$430.00	**$430.00**
6	**Additional Ignition Key***	EA	1	$55.00	**$55.00**
7	**Front Guard Rail***	EA	1	$825.00	**$825.00**
8	**Hydrant Wrench***	EA	1	$145.00	**$145.00**
9	**Credit for LED strobe***	EA	1	-$1,253.00	**-$1,253.00**
10	**Customer Discount***	EA	1	-$28,538.00	**-$28,538.00**
	***item not on FSA contract**			**Total:**	**$284,447.00**

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.

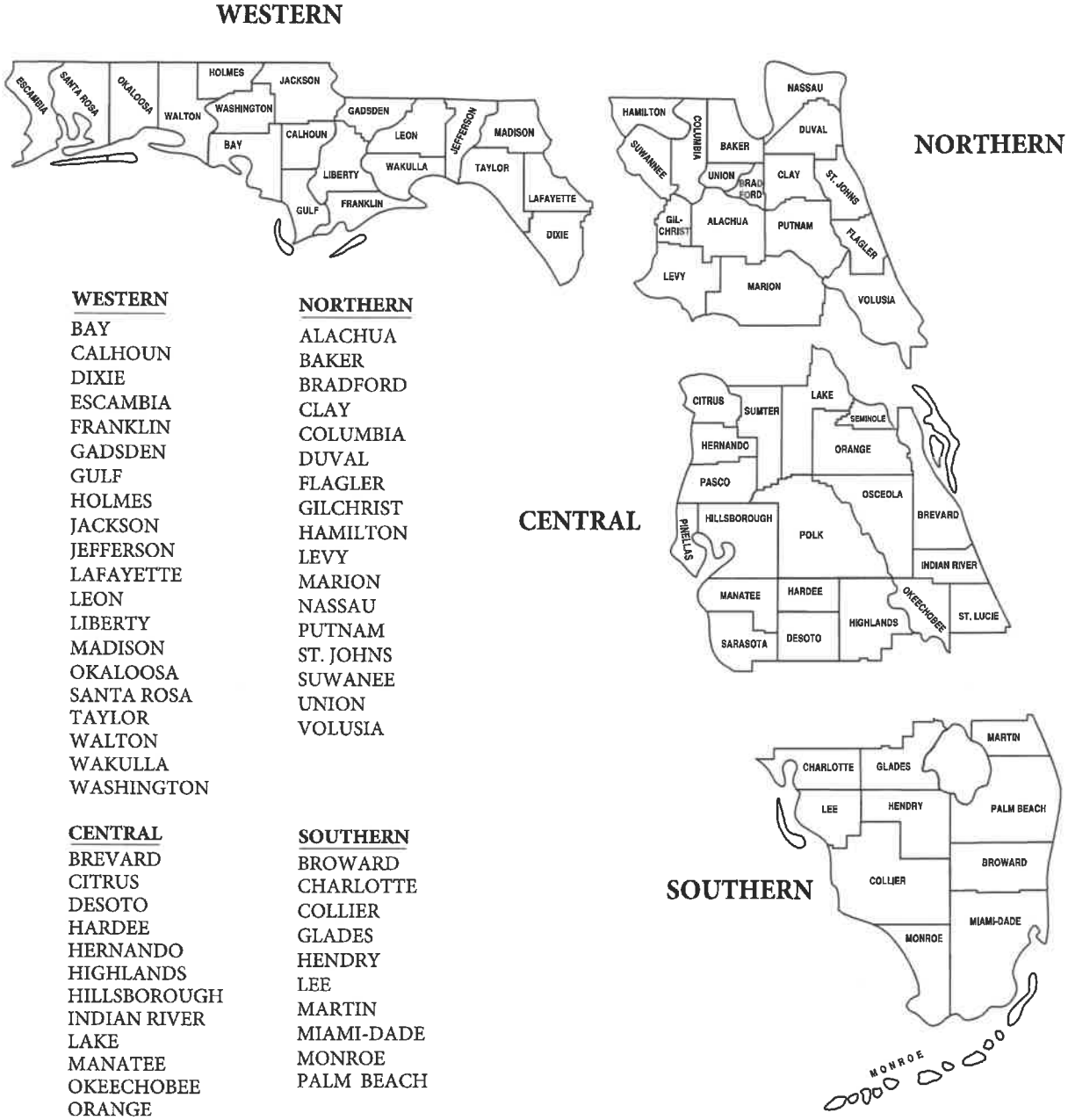
WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein 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.

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

SA23-EQU21.0: Equipment
inal Award Contract Packet

FSA CONTRACT ZONE MAP



WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

NORTHERN

ALACHUA
BAKER
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FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

SOUTHERN

BROWARD
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COLLIER
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HENDRY
LEE
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MONROE
PALM BEACH

v.07_2021

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

Notice of Final Award
FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-EQU21.0: Equipment
Current Contract Prices

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
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Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 4-cylinder diesel engine, 74 hp minimum, 120 amp alternator, fuel water separator, 30 gal fuel tank capacity
- Transmission: Hydrostatic drive type, 35 gal reservoir, capable of 20 mph minimum
- Cab: Sealed type cab with filtered intake, tilt and telescoping steering column, tinted glass, sound suppressed, intermittent windshield wipers with washer, full gauge and warning lights for engine monitoring, climate controlled cab, heater, defroster and air conditioned, if cab is not center mounted, it must have dual controls for operating on either right or left hand side
- Frame: 116" wheelbase, rail type channel frame
- Safety Items: Dual west coast mirrors with spot mirrors, headlights, turn, brake and hazard lights, worklights for gutter brooms, cab mounted warning strobe light with protective cage, backup alarm, rearview backup camera
- Brakes/Steering: Hydraulic power assisted service bakes, parking brake, turning radius 15' maximum
- Debris Hopper: 3.5 yd. capacity minimum, 9' 6" minimum dump height
- Conveyor: Rubber belt type with flights, hydraulic drive
- Main Broom: 32" diameter minimum, 56" width tube type, hydraulic drive
- Gutter Brooms: Right & left side brooms to have adjustable down pressure located in cab, 36" diameter minimum, segmented type broom, hydraulic drive
- Water Spray System: 220 gal water tank, run dry type water pump, 15' hydrant fill hose, water spray jets adjacent to all brooms, water filter
- Pick Up Head: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, 72" outside dimension, 12" pressure hose, 12" suction hose, spring type suspension
- Blower: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, direct hydraulic drive, cast aluminum with abrasion resistant coating, blower housing rubber lined

394	Solid Waste Material Handler: Wheeled Type	Liebherr LH24M	LH24M	https://www.myvendorlink.com/external/award?s=152500&i=394
396	Stump Cutter	Toro STX 38	STX 38	https://www.myvendorlink.com/external/award?s=152500&i=396
397	Stump Cutter	Vermeer SC362	SC362	https://www.myvendorlink.com/external/award?s=152500&i=397
398	Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper	Elgin Pelican NP	Elgin Pelican	https://www.myvendorlink.com/external/award?s=152500&i=398
399	Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper	Global R3	R3	https://www.myvendorlink.com/external/award?s=152500&i=399
400	Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper	Global M3	M3	https://www.myvendorlink.com/external/award?s=152500&i=400
401	Sweeper: Cabover Mechanical Broom Street Sweeper	Bucher Municipal E35m	E35m	https://www.myvendorlink.com/external/award?s=152500&i=401
402	Sweeper: Cabover Mechanical Broom Street Sweeper	Elgin Eagle	Eagle	https://www.myvendorlink.com/external/award?s=152500&i=402
403	Sweeper: Cabover Mechanical Broom Street Sweeper	Schwarze Industries M6 Avalanche	M6 Avalanche	https://www.myvendorlink.com/external/award?s=152500&i=403
404	Sweeper: Compact Air Sweeper - 2.3 cubic yd.	Bucher Municipal 5006	5006	https://www.myvendorlink.com/external/award?s=152500&i=404
405	Sweeper: Compact Air Sweeper - 2.3 cubic yd.	Dulevo D3 Sweeper	D3	https://www.myvendorlink.com/external/award?s=152500&i=405
406	Sweeper: Compact Air Sweeper - 2.3 cubic yd.	Excelway B200	B200	https://www.myvendorlink.com/external/award?s=152500&i=406
407	Sweeper: Regenerative Air Street Sweeper	Bucher Municipal R65	R65	https://www.myvendorlink.com/external/award?s=152500&i=407
408	Sweeper: Regenerative Air Street Sweeper	Elgin Crosswind J Plus	Crosswind J Plus	https://www.myvendorlink.com/external/award?s=152500&i=408
409	Sweeper: Regenerative Air Street Sweeper	Tymco 600	600	https://www.myvendorlink.com/external/award?s=152500&i=409
410	Sweeper: Regenerative Air Street Sweeper	Schwarze Industries A7 Tornado	A7 Tornado	https://www.myvendorlink.com/external/award?s=152500&i=410
411	Sweeper: Regenerative Air Street Sweeper	Schwarze Industries A8 Twister	A8 Twister	https://www.myvendorlink.com/external/award?s=152500&i=411
412	Sweeper: Regenerative Air Street Sweeper	Schwarze Industries A9 Monsoon	A9 Monsoon	https://www.myvendorlink.com/external/award?s=152500&i=412
413	Sweeper: Self-Propelled Hydrostatic Broom	Broce 350 Broom	350 Broom	https://www.myvendorlink.com/external/award?s=152500&i=413
414	Sweeper: Self-Propelled Hydrostatic Broom	Holder S100	S100	https://www.myvendorlink.com/external/award?s=152500&i=414
415	Sweeper: Self-Propelled Hydrostatic Broom	LeeBoy RB-50	RB-50	https://www.myvendorlink.com/external/award?s=152500&i=415
416	Sweeper: Self-Propelled Hydrostatic Broom	Superior Broom DT74	DT74	https://www.myvendorlink.com/external/award?s=152500&i=416
417	Sweeper: Self-Propelled Hydrostatic Broom	Smith Challenger SCM400	SCM400	https://www.myvendorlink.com/external/award?s=152500&i=417
418	Tactical Vehicle: Skid Steer Mounted (The Rook)	Caterpillar 299D3 with Rook Option	299D3 with Rook Option	https://www.myvendorlink.com/external/award?s=152500&i=418
419	Tool Carrier: Hydrostatic Drive	Alamo Group Mantis	155B	https://www.myvendorlink.com/external/award?s=152500&i=419
420	Tool Carrier: Hydrostatic Drive	Energreen America Kommunal	Kommunal	https://www.myvendorlink.com/external/award?s=152500&i=420
421	Tool Carrier: Hydrostatic Drive	MowerMax Tool Carrier	MMB22	https://www.myvendorlink.com/external/award?s=152500&i=421
423	Tractor: Agriculture Tractor - 4x2	Case IH FARMALL	100C	https://www.myvendorlink.com/external/award?s=152500&i=423
424	Tractor: Agriculture Tractor - 4x2	John Deere 5105M	5105M	https://www.myvendorlink.com/external/award?s=152500&i=424
425	Tractor: Agriculture Tractor - 4x2	Kubota M5-111	M5-111	https://www.myvendorlink.com/external/award?s=152500&i=425
426	Tractor: Agriculture Tractor - 4x2	Massey Ferguson Tractor	MF4709	https://www.myvendorlink.com/external/award?s=152500&i=426
427	Tractor: Agriculture Tractor - 4x2	New Holland Powerstar	100	https://www.myvendorlink.com/external/award?s=152500&i=427
429	Tractor: Compact Articulating Tractor - AWD	Avant 528	528	https://www.myvendorlink.com/external/award?s=152500&i=429
431	Tractor: Small Agriculture Tractor - 4x4	Bobcat CT2035	CT2035	https://www.myvendorlink.com/external/award?s=152500&i=431
432	Tractor: Small Agriculture Tractor - 4x4	Case IH FARMALL	35C	https://www.myvendorlink.com/external/award?s=152500&i=432
433	Tractor: Small Agriculture Tractor - 4x4	John Deere 3035D	3035D	https://www.myvendorlink.com/external/award?s=152500&i=433
434	Tractor: Small Agriculture Tractor - 4x4	Kubota L3902 DT	L3902 DT	https://www.myvendorlink.com/external/award?s=152500&i=434
435	Tractor: Small Agriculture Tractor - 4x4	Massey Ferguson MF1840E	MF1840E	https://www.myvendorlink.com/external/award?s=152500&i=435
436	Tractor: Small Agriculture Tractor - 4x4	New Holland Boomer	35	https://www.myvendorlink.com/external/award?s=152500&i=436
437	Tractor: Tractor with Boom Mower - 4x4	Case IH Maxxum with Motrim Boom Mower	115	https://www.myvendorlink.com/external/award?s=152500&i=437
438	Tractor: Tractor with Boom Mower - 4x4	John Deere 6120M with Tiger Bengal Boom Mower	6120M	https://www.myvendorlink.com/external/award?s=152500&i=438
439	Tractor: Tractor with Boom Mower - 4x4	John Deere 6120M Alamo Industrial Mower	6120M	https://www.myvendorlink.com/external/award?s=152500&i=439
440	Tractor: Tractor with Boom Mower - 4x4	Kubota M6S-111 with Terrain King KB2300 Boom Mower	M6S-111	https://www.myvendorlink.com/external/award?s=152500&i=440
441	Tractor: Tractor with Boom Mower - 4x4	Massey Ferguson 6S.145 with Diamond Boom Mower	6S.145	https://www.myvendorlink.com/external/award?s=152500&i=441
442	Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR	Talbert Talbert AC20	Talbert AC20	https://www.myvendorlink.com/external/award?s=152500&i=442
443	Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR	EAGER BEAVER Eager Beaver 20-XPT Trailer	20XPT	https://www.myvendorlink.com/external/award?s=152500&i=443
444	Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR	INTERSTATE TRAILERS 40DLA	40DLA	https://www.myvendorlink.com/external/award?s=152500&i=444
445	Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR	Big Tex 4XPH-20+5	4XPH-20+5	https://www.myvendorlink.com/external/award?s=152500&i=445
446	Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR	Texas Trailers FB2540GVB	FB2540GVB	https://www.myvendorlink.com/external/award?s=152500&i=446
447	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Big Tex 22PH255	22PH255	https://www.myvendorlink.com/external/award?s=152500&i=447
448	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Econoline BP0821DE	BP0821DE	https://www.myvendorlink.com/external/award?s=152500&i=448
449	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Felling Trailers FT-16-2	FT-16-2	https://www.myvendorlink.com/external/award?s=152500&i=449
451	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Interstate 16BST	16BST	https://www.myvendorlink.com/external/award?s=152500&i=451
452	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	SURE-TRAC ST102204SDDO-B-150	ST102204SDDO-B-150	https://www.myvendorlink.com/external/award?s=152500&i=452
453	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Texas Trailer TX85258T	TX85258T	https://www.myvendorlink.com/external/award?s=152500&i=453
454	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Towmaster T-16LP	T-16LP	https://www.myvendorlink.com/external/award?s=152500&i=454
455	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	Trail King TK20LP	TK20LP	https://www.myvendorlink.com/external/award?s=152500&i=455
456	Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR	XL Specialized Trailers XL 24 T	XL 24 T	https://www.myvendorlink.com/external/award?s=152500&i=456
458	Trailer: Detatchable Lowboy Trailer 100,000 lbs. GVWR	EAGER BEAVER Eager Beaver 50-GSL-3 Lowboy	50-GSL-3	https://www.myvendorlink.com/external/award?s=152500&i=458
459	Trailer: Detatchable Lowboy Trailer 100,000 lbs. GVWR	Talbert Talbert 55HRG	Talbert 55HRG	https://www.myvendorlink.com/external/award?s=152500&i=459
460	Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR	Cargo Mate Blazer	BL716TA2	https://www.myvendorlink.com/external/award?s=152500&i=460
461	Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR	SURE-TRAC STW8416TA	STW8416TA	https://www.myvendorlink.com/external/award?s=152500&i=461
462	Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR	Wells Cargo HD Wagon	WHD716T2	https://www.myvendorlink.com/external/award?s=152500&i=462
463	Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR	Mission EZEC7x16	EZEC7x16	https://www.myvendorlink.com/external/award?s=152500&i=463
464	Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR	Express ECT7X16TA Enclosed Cargo Trailer	ECT7X16TA	https://www.myvendorlink.com/external/award?s=152500&i=464
465	Trailer: Enclosed Utility Body/Trailer Mounted - 9,990 lbs. GVWR	Knapheide Enclosed Mobile Work Station	KC132	https://www.myvendorlink.com/external/award?s=152500&i=465
466	Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR	Pitts 35-Ton Fixed Neck Lowboy	LB35-33CS	https://www.myvendorlink.com/external/award?s=152500&i=466
467	Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR	Pitts LB35-22DC Hydraulic Detachable Trailer	LB35-22DC	https://www.myvendorlink.com/external/award?s=152500&i=467

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

Item: 398, Elgin Pelican, NP, Elgin Pelican

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Environmental Products Group, Inc.	$282,087.00	Build	Options
Northern	Primary	Environmental Products Group, Inc.	$282,087.00	Build	Options
Central	Primary	Environmental Products Group, Inc.	$282,087.00	Build	Options
Southern	Primary	Environmental Products Group, Inc.	$282,087.00	Build	Options

ENVIRONMENTAL PRODUCTS GROUP

PURCHASE LETTER OF INTENT

Effective Date: October 30, 2023

RE: Purchase of :New Elgin Pelican Street Sweeper

This purchase letter of intent (the "Letter of Intent") represents the basic terms agreed upon by the Buyer and Seller. After this Letter of Intent has been made, a formal sales agreement or Purchase Order may be constructed to the benefit of the Parties involved.

I. The Buyer: City of Ormond Beach, FL (the "Buyer").

II. The Seller: Environmental Products Group, Inc. (the "Seller").

III. The Product: The Buyer intends to purchase the following:

Product: One new Elgin Pelican Street Sweeper per proposal summery # 99776. (the "Product").

The Buyer intends to purchase One (1) unit of the Product at $284,447.00 per unit.

Non-Binding – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of holding this specific piece of equipment and completing the transaction in the future, of which Buyer and Seller are not bound.

X. Acceptance: If you are agreeable to the aforementioned terms, please sign this Letter of Intent.

SELLER

Seller's Signature Nick Causey Date: 10/30/2023

Print Name: Nick Causey Sales Manager, EPG

BUYER

Buyer's Signature Kevin M Gray Kevin M Gray (Oct 30, 2023 10:54 EDT) Date: Oct 30, 2023

Print Name: Kevin M Gray

ENVIRONMENTAL PRODUCTS GROUP

PROPOSAL SUMMARY # 99776

Prepared for: City of Ormond Beach

ELGIN
Subsidiary of Federal Signal Corporation



Elgin Pelican Street Sweeper

Pelican NP Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor

FSA Contract # FSA23-EQU21.0

Nick Causey | 904.537.8799 | Ncausey@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

City of Ormond Beach
Kevin Gray
500 North Orchard Street
Ormond Beach, FL 32175
October 30th, 2023

Elgin Street Sweepers

Environmental Products would like to thank you for the opportunity to present the following proposal on a new **Elgin Pelican Street Sweeper.**

Environmental Products Group is the sole provider of Elgin Street Sweeping equipment in the State of Florida, as well as many other leading industry product lines including Vactor Sewer Cleaners, Envirosight Pipeline Inspection Cameras, Labrie Refuse Equipment, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more… we are ready to service your every need.

EP Rents is a division of Environmental Products Group, EP Rents specializes in rental trucks when you need them. With a large inventory of Vactor Sewer Cleaners and Trailer Jetters, Elgin Sweeper, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders. Call us for any of your rental needs.

Thank you for your consideration.

Nick Causey | 904.537.8799 | Ncausey@myEPG.com

ENVIRONMENTAL PRODUCTS GROUP

Product Description

- Dual steer & dual gutter brooms, hydraulically driven, Tier 4F w/ John Deere 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

Standard Features

- Air cleaner, two-stage, dry type with restriction indicator
- Air Conditioner
- Alternator, 120 amp
- Anti-Siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Broom Measurement Ruler
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer w/trip set
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6 inch fish eyes

- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220-gallon total nominal capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Local Training and Delivery

Additional Features

- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Strip Broom Style Main Broom
- Hydrant Wrench
- 25' Water Fill Hose
- AM/FM/CD/Bluetooth Radio with Map Lights
- Hydraulic Level & Temperature Shutdown
- Headed Remote Controlled Mirrors
- A/C with Heater/Vent/Defroster
- Conveyor Clean Out
- Conveyor Stall Alarm
- Fire Extinguisher 2.5 lb.
- Service Manual
- Automatic Lubrication System
- Heavy Duty Dual Limb Guards
- Front Guard Rail

ENVIRONMENTAL PRODUCTS GROUP

- Air Restriction Gauge
- LED Stop/Tail/Turn Lights
- LED Arrowstick
- LED Strobe with Guard
- Delivery & Training Included
- One (1) Additional Ignition Key
- Right & Left Hand Hi Back Cloth Seats

TOTAL FSA CONTRACT PRICE: $284,447.00

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Nick Causey
Territory Sales Manager
Environmental Products Group, Inc.
C: 904.537.8799 | **O:** 407.798.0004
W: www.myepg.com

***Quote is good for 90-days*

**** Pricing is subject to change without notice. Environmental Products Group (EPG) will make every effort to preserve the original price quoted but reserve the right to add any additional unforeseen surcharges levied by the manufactures from the date of order to the invoice date. EPG will provide documentation at the customer's request to validate any price increases and/or surcharges applied to order.*

Florida Sheriffs Association Cooperative Purchasing Program Options Template

Bidder: Environmental Products Group, Inc.

Item make & model Elgin Pelican Street Sweeper

Item number Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper, FSA 23-EQ21.0: Heavy Equipment

Manufacturer Order Code	Description	Price
Muni Package	Autolube, Hyd. Temp/Level Shutdown, Center Strip Main Broom, Conveyor Stall Alarm & Cleanout, Air Restriction Guage, 2 LED Rear Lights, 25' Water Fill Hose, Heated/Remote Mirrors, Dual Limb Guards, Radio, Dual Tilt/Indicator, Dual High Back Seats	$ 28,376
1092236	LIFELINER HOPPER SYSTEM W/WARRANTY	$ 5,451
1125796	LED ARROWSTICK	$ 2,205
1101318	ONE LED STROBE W/ GUARD	$ 1,253
1106698	GREASABLE CARBIDE DIRT SHOES	$ 1,724
Extra Warranty	Extra Warranty, Per year, Up to 4 Additional Years	$ 4,180
1120770	LED ALTERNATING & FLASHING LIGHTS IN BATTERY COVER	$ 1,623
		$ **44,812.54**

ENVIRONMENTAL PRODUCTS GROUP

ELGIN

FSA23-EQU21.0, Item 3-Wheel Sweeper **Elgin PELICAN NP**

MODEL DESCRIPTION

PELICAN P DUAL, TIER 4F, 55KW, USA AND CANADA

Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.

- PELICAN P OPERATORS MANUAL
- PELICAN P PARTS BOOK
- BROOM MEASUREMENT RULER
- Air cleaner, two-stage, dry type with restriction indicator
- Air conditioner
- Alternator, 120 amp
- Anti siphon water fill
- Automatic engine shutdown (oil pressure/engine temperature)
- Automatic pickup in reverse
- B20 biodiesel compatible
- Back up alarm, electric
- Battery, maintenance free
- Brakes, power
- Broom, main, hydraulically suspended
- Broom, main, in cab pressure control
- Broom, main, prefab, disposable
- Broom, side broom, hydraulically suspended
- Broom, side broom, in cab pressure control
- Bumper pads, front jack
- Coolant recovery system
- Doors, see through glass, prop-able
- Electronic Throttle
- Engine, hour meter
- Gauges & Warning lights:
  - engine coolent temperature
  - engine oil pressure
  - fuel level
  - speedometer & odometer w/trip set
- MACHINE DELIVERY PACKET
- ELGIN SAFETY MANUAL
- Light, spotlight, adjustable, one per side broom
- Lights, 2 combination, tail/stop lights
- Lights, headlights, multiple beam
- Lights, low water light
- Low Hydraulic Warning
- Main broom controls in cab
- Manuals, operator and parts
- Mirror, inside rear view
- Mirrors, outside, front mounted 6" fish eyes
- Mirrors, outside, front post mounted, west coast type, one each side
- Parking brake with interlock
- Rear Camera & in cab monitor
- Return to sweep feature
- Seat Belts (both sides for dual)
- Seats, extra wide cordura suspension seats with arm rests
- Signals, self-canceling directional with hazard switch
- Sprung guide wheel, heavy duty
- Steering wheel, tilt and telescoping
- Sun visors
- Tachometer, diesel engine
- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220 gallon total nominal capacity
- Wheels, dual guide
- Fenders, over front wheels
- Flushing system for hopper/conveyor
- Fuel tank, 35 gallons
- Fuel Water separator with indicator light
- Heater, pressurizer with filtered air, defroster
- Hose, hydrant fill, 16' 8" with coupling
- RED LOGO/SWOOSH
- LEDBEACON AND GUARD ON CAB
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- STANDARD WHITE
- Wheels painted grey
- FREIGHT - FLORIDA

FSA BASE PRICE				$ 282,087.00
Part Number	**Description**	**Quantity**	**Price Per**	**Total**
	Upgrade Options			
Muni Package	Autolube, Hyd. Temp/Level Shutdown, Center Strip Main Broom, Conveyor Stall Alarm & Cleanout, Air Restriction Guage, 2 LED Rear Lights, 25' Water Fill Hose, Heated/Remote Mirrors, Dual Limb Guards, Radio, Dual Tilt/Indicator, Dual High Back Seats	1	$ 28,376.00	$ 28,376.00
1092236	LIFELINER HOPPER SYSTEM W/WARRANTY	0	$ 5,451.00	$ -
1125796	LED ARROWSTICK	1	$ 2,205.00	$ 2,205.00
1101318	ONE LED STROBE W/ GUARD	0	$ 1,253.00	$ -
1106698	GREASABLE CARBIDE DIRT SHOES	0	$ 1,724.00	$ -
Extra Warranty	Extra Warranty, Per year, Up to 4 Additional Years	0	$ 4,180.00	$ -
1120770	LED ALTERNATING & FLASHING LIGHTS IN BATTERY COVER		$ 1,623.00	$ -
	Unpublished Options Options			
	ELGIN SERVICE MANUAL	1	$ 115.00	$ 115.00
	LED/STOP/TAIL/TURN LIGHTS	1	$ 430.00	$ 430.00
	ADDITIONAL IGNITION KEY	1	$ 55.00	$ 55.00
	FRONT GUARD RAIL	1	$ 825.00	$ 825.00
	HYDRANT WRENCH	1	$ 145.00	$ 145.00
	Deduct / Discount Options			
1101318	ONE LED STROBE W/ GUARD	1	$ (1,253.00)	$ (1,253.00)
DIS	CUSTOMER DISCOUNT	1	$ (28,538.00)	$ (28,538.00)
TOTAL PRICE PER FLORIDA SHERIFF'S CONTRACT #FSA23-EQU21.0				**$ 284,447.00**

ENVIRONMENTAL PRODUCTS GROUP

ELGIN

Elgin Pelican NP Street Sweeper - FSA23-EQU21.0
Item: Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

QUANTITY	PART NUMBER	MODEL DESCRIPTION	$282,087.00
1	1120847	**2024 PELICAN P DUAL, TIER 4F, 55KW, USA AND CANADA**	
		Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white and including the standard features below.	

		STANDARD FEATURES	
1	0701443	PELICAN P OPERATORS MANUAL	
1	0702261	PELICAN P PARTS BOOK	
1	0730166	BROOM MEASUREMENT RULER	
1	0701708	MACHINE DELIVERY PACKET	
1	0702020	ELGIN SAFETY MANUAL	
		Air cleaner, two-stage, dry type with restriction indicator	Light, spotlight, adjustable, one per side broom
		Air conditioner	Lights, 2 combination, tail/stop lights
		Alternator, 120 amp	Lights, headlights, multiple beam
		Anti siphon water fill	Lights, low water light
		Automatic engine shutdown (oil pressure/engine temperature)	Low Hydraulic Warning
		Automatic pickup in reverse	Main broom controls in cab
		B20 biodiesel compatible	Manuals, operator and parts
		Back up alarm, electric	Mirror, inside rear view
		Battery, maintenance free	Mirrors, outside, front mounted 6" fish eyes
		Brakes, power	Mirrors, outside, front post mounted, west coast type, one each side
		Broom, main, hydraulically suspended	Parking brake with interlock
		Broom, main, in cab pressure control	Rear Camera & in cab monitor
		Broom, main, prefab, disposable	Return to sweep feature
		Broom, side broom, hydraulically suspended	Seat Belts (both sides for dual)
		Broom, side broom, in cab pressure control	Seats, extra wide cordura suspension seats with arm rests

		Bumper pads, front jack	Signals, self-canceling directional with hazard switch
		Coolant recovery system	Sprung guide wheel, heavy duty
		Doors, see through glass, prop-able	Steering wheel, tilt and telescoping
		Electronic Throttle	Sun visors
		Engine, hour meter	Tachometer, diesel engine
		Gauges & Warning lights:	Tires, tubeless radials
		engine oil temperature	Tow loops, four
		engine oil pressure, fuel level,speedometer	Water tank, fill gauge
		& odometer w/trip set 2.5 LB Fire Extinguisher	Water tank, molded polyethylene: 220 gallon total nominal capacity
		Hydrant Wrench	Wheels, dual guide
		Fenders, over front wheels	Wheels painted grey
		Flushing system for hopper/conveyor	Window, opening front opera
		Fuel tank, 35 gallons	Windshield washer
		Fuel Water separator with indicator light	Windshield wipers with intermittent setting
		Heater, pressurizer with filtered air, defroster	Windshield, tinted
		Hose, hydrant fill, 16' 8" with coupling	LED Stop, Tail, Turn Lights

1	1087981	RED LOGO/SWOOSH	
1	1101318	LED BEACON AND GUARD ON CAB	
1	4810001	STANDARD WHITE	
1	FRT-101-010	FREIGHT-FLORIDA	

ELGIN

Subsidiary of Federal Signal Corporation

Pelican®



ELGIN

Built for clean. Backed for life.

PELICAN® - LEGENDARY, DEPENDABLE PERFORMANCE.

To assure that the legendary Elgin Pelican continues to meet the needs of its customers and the industry, Elgin Sweeper raised the bar again and set a new benchmark for the industry standard. Based on a design that has been continually improved since 1914, the newest Pelican model combines maneuverability, economy, serviceability, and single-lane dumping with a sweep system that easily handles heavy, compacted dirt and bulky debris, as well as smaller particles found in the street. If you need an all-around sweeper with incredible digging power the Pelican is the perfect solution.

- Isolation-mounted cab for cleaner, quieter, more comfortable operation
- Improved 360° visibility
- Incredible ease of operation
- Superior durability, stability, and maneuverability
- Easy access for service and maintenance

Customized with your choice of options, the Pelican is a durable, reliable answer to your sweeper needs.





APPLICATION SOLUTIONS

Elgin Sweeper doesn't offer just one sweeping technology – we take an application-based approach to solving our customers sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right chassis, engine configuration, fuel requirements and options.

POWERFUL SUPPORT

Elgin Sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.

UNMATCHED QUALITY

The Pelican has roots dating back to 1914 and has been continuously improved in design and production. Elgin sweepers are manufactured in an ISO:9001 certified manufacturing plant. Products are painted prior to assembly and quality tested. Elgin Pelicans are proudly assembled in the U.S.A. using only the finest materials.





UNIQUE SINGLE-ENGINE THREE-WHEEL DESIGN

The durable purpose-built chassis features a compact frame to maximize maneuverability and position the load low and between front wheels for stability. The high steering angle and tight turning radius allow sweeping extremely close to obstacles and following curb lines.

POWERFUL BROOM SYSTEM

Hydraulically-driven free-floating side and main brooms work as a system to sweep material from the curb and street into the debris hopper. Side brooms protrude up to 13 in (330 mm) beyond the tire to capture more curb debris. The large main broom features variable-speed and down-pressure to adapt to changing conditions and follow road contours.

NO-JAM CONVEYOR

No-Jam Conveyor: The Pelican's standard No-Jam chevron belt conveyor features angled molded-in full width cleats that carry more large debris as well as small fines efficiently into the hopper. The chevron belt provides improved hopper loading, better belt tracking, superior debris pick-up, reduced sticking and quieter operation than other belts. Material loads to the front and center first to allow maximum use of the hopper capacity.

360° VISIBILITY AND OPERATOR ERGONOMICS

The Pelican's isolation-mounted cab provides a clean, quiet, and comfortable environment for the operator. Filtered fresh air conditioning and heater/defroster come standard. Large windows, see-through doors, and full-width windshield allow for 360° degree visibility.

EASY MAINTENANCE

Access to service points is simple with most accessible from ground-level. O-ring face seal hydraulic fittings are used and the electrical system features snap-together connections and color-coded wires for quick identification. The unit is equipped with a combination of in-cab and site gauges to monitor fluid levels.

ECOINFUSED® TECHNOLOGY

Elgin Sweeper has made advancing the use of cleaner, safer, and more efficient technologies for sweeping roads and streets a priority, with innovations that provide the powerful performance, fuel economy and overall value our municipal and contractor customers demand. Today's environmentally efficient Pelican is designed with exclusive EcoInfused Technology, representing years of unmatched innovation and success combining the science of horsepower management with the ability to do more with less.

EcoInfused Technology







DURABLE, RELIABLE, AND EASY TO USE



DURABLE, PURPOSE-BUILT CHASSIS

The Pelican's heavy-duty construction and compact frame ensures a tight turning radius and years of reliable, low-maintenance operation. A balanced design provides stable sweeping and dumping. The hopper load is positioned low between the two front wheels for stability and safety. The axle support and hopper lift system are integral parts of the chassis.

OUTSTANDING MANEUVERABILITY

The Pelican's high steering angle and tight turning radius allows for quick turns, sweeping extremely close to obstacles and following curbs without climbing or scuffing tires. The dual-tire guide wheel increases stability and steering traction.

EFFICIENT, COMFORTABLE CAB

The clean, quiet and spacious isolation-mounted cab features large windows, wide see-through doors and a full-width windshield for 360° visibility. The center console is easily accessed from both left and right driving positions. Fingertip controls include illuminated and graphically identified gauges and rocker switches.

REAR SUSPENSION

Swing-arm suspension with twin parallel heavy-duty shock absorbing spring coils and an integrated single coil rubber spring assist provide effective suspension dampening through the entire range of travel. The design enhances ride quality and comfort in the cab while reducing stress on the sweeper frame – especially when operating in pothole conditions or on rough, uneven roads.

SINGLE ENGINE POWERED

The Pelican is powered by the John Deere 4045T 4.5L, 4-cylinder turbocharged diesel engine. The engine is capable of operating on bio-diesel up to B20.



LOW-MAINTENANCE DRIVE SYSTEM

With a unique wheel motor design for outstanding power and minimal maintenance, steep grades are no problem. Integrated sensors precisely measure road speed and adjust power requirements according to the load.

HEAVY-DUTY BRAKE SYSTEM

The Pelican features twin-caliper (ea), power disc brakes and a dynamic braking design that significantly reduces wear on service brakes. All brake components are easy to access and economical to maintain.

HYDRAULIC SWEEP SYSTEM

Controlled by engine RPM and operated independently of direction and ground speed, the Pelican's broom speed provides digging power at slow or zero ground speeds. A foot pedal controls speed and sweeper direction through the hydrostatic transmission.







SUPERIOR MECHANICAL SWEEPER DESIGN





MAIN BROOM
The 35 in x 66 in (889 mm x 1676 mm) hydraulically driven polypropylene main broom features variable speed (variable with engine RPM) for optimal sweeping in changing conditions. To protect the broom mechanism, the broom raises automatically when the sweeper is reversed and is returned to its sweep position and previously set down pressure when a forward direction is resumed.

SIDE BROOM
Hydraulically driven side brooms are rugged construction, 36 in (914 mm) in diameter and protrude up to 13 in (330 mm) beyond the outside of the tire while sweeping to capture more gutter debris.

NO-JAM DEBRIS CONVEYOR
The standard conveyor system features a chevron belt with angled molded-in full width cleats that moves material to the center of the belt for less spill over, and throws it to the center of the hopper for improved hopper fill without jamming. New poly/nylon high-strength belt material on the conveyor delivers long wear for maximum uptime. An optional built-in washdown provides quick and easy clean-up.

VARIABLE HEIGHT FRONT DUMP HOPPER
The Pelican's front dump hopper is ideal for single-lane dumping, which ensures minimal traffic interruption. The hopper can be dumped from ground level up to 9 ft 6 in (2895 mm) high. The load can be easily observed from the cab by lifting and rolling the hopper. The hopper's 3.5 cu yd (2.7 cu m), 9,000 lb (4082 kg) capacity provides maximum sweep time. For easy inspection, the hopper rolls out and rests on the ground.

CORROSION-RESISTANT WATER SYSTEM
A corrosion-resistant polyethylene water tank supplies the dust suppression system with 220 gallons (833 L) of water. The exclusive Elgin water pump can run dry without damaging the machine's water system. For convenience and ease of maintenance, a water-level gauge is visible from the cab.

EASE OF MAINTENANCE
Easy servicing lowers ownership costs and increases sweeper usage. O-ring face seal hydraulic fittings assure leak-free connections, while the electrical system's weatherproof snap-together connectors and stamped color-coded wires allow quick identification. To ensure easy monitoring of fluid levels, the hydraulic tank directly behind the cab features a sight glass inspection tube.



MEMORY SWEEP®
Elgin's exclusive Memory Sweep feature allows the operator to resume all previous sweeper settings, even broom tilt if so equipped, with one touch control. This feature enhances operator productivity and reduces operator fatigue. Memory Sweep incorporates a multi-screen display that indicates engine hours and water tank level as well as system diagnostics. This screen also displays optional features such as broom tilt angle and broom hours.

MEMORY SWEEP

WATERLESS PELICAN







The Pelican with optional dry dust control maintains all the popular features and sweeping performance that have made the Pelican the best selling three-wheel sweeper–without the use of water for dust suppression. This means increased pick-up of fine particles over traditional, wet dust control sweepers, proven reliable year-round sweeping and significant water conservation.

DRY DUST CONTROL SYSTEM

The Pelican with dry dust control features a patented system that includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter, working together to control fugitive dust without the use of spray water. The Pelican's waterless dust control system means operators sweep more and spend less time filling tanks enhancing productivity. Without water, mud doesn't build up on components, reducing clean-up time at the end of the shift. Since there is no water, sweeping in freezing weather conditions is possible which helps meet the growing demand for quick pick-up of winter-time road sand, salt, and cinders. Perhaps the most important benefits are those for the environment including a smaller water footprint, as well as reduced road silt that can be left as a film from waterbased dust control sweepers.



PATENTED FILTRATION SYSTEM

The powerful vacuum system on the sweeper creates an air stream through the debris hopper, conveyor, and skirted areas. The inward rushing air carries the airborne dust into the debris hopper where it's allowed to settle out with the rest of the swept debris. A majority of the fugitive dust falls into the hopper with only a fraction of the dust making it to the filter. When the filter becomes loaded, it can be mechanically cleaned with an on-board cleaning system so sweeping can continue. A long life, low maintenance, dry filter element is installed between the debris hopper and the fan.

*Industrial Pelican Option Available - consult factory for details.

OPTIONAL ENHANCEMENTS



LIGHTING PACKAGES
A variety of lighting packages are available for the Pelican to enhance safety and visibility.



LIFELINER® HOPPER SYSTEM
The LifeLiner system is a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



LIMB GUARD
Heavy-duty guards surround cab and protect sweeper by guiding low-hanging tree limbs up and over the Pelican. Available in right hand, left hand, or dual configuration.

ADDITIONAL OPTIONS

- Auto-Lube automatic lubrication system
- Conveyor, lower roller washout
- Various dirt shoe offerings
- Air suspension seat(s)
- Cold weather start aid
- Heated/remote mirrors
- Engine pre-cleaner
- In-cab side broom tilt
- Lower roller deflector

SPECIFICATIONS:

SWEEPING PATH
One side broom 8 ft (2438 mm)
Two side brooms 10 ft (3048 mm)

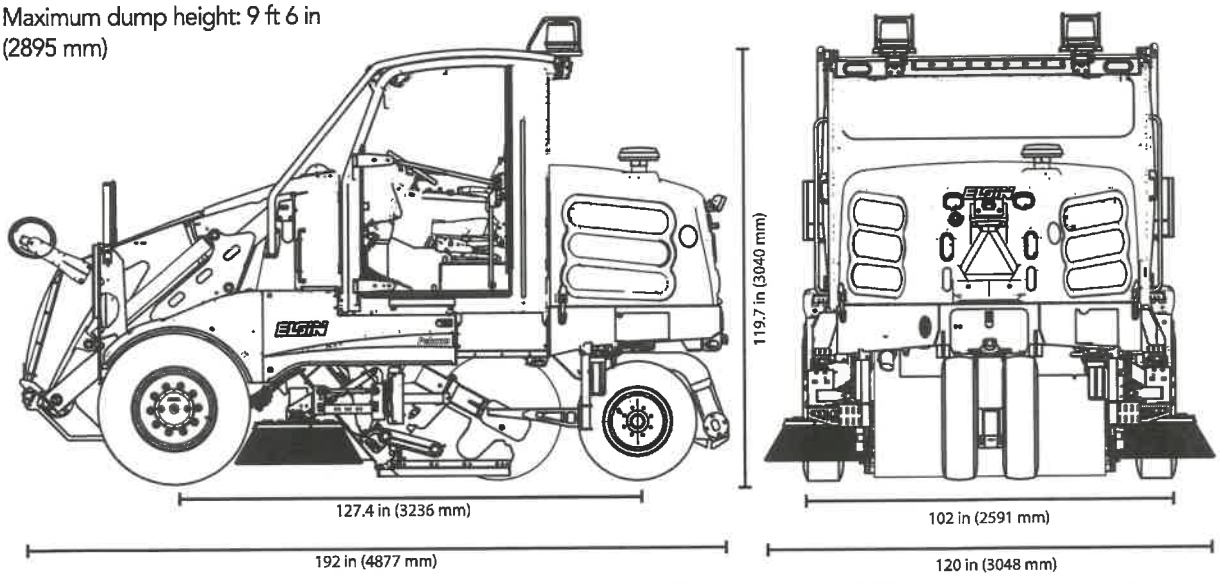
HOPPER CAPACITY
Volumetric Capacity: 3.5 cu yds (2.7 cu m)

HOPPER DUMPING
Maximum dump height: 9 ft 6 in (2895 mm)

TRAVEL SPEED
20 mph (32 Km/h)

WATER SPRAY SYSTEM
Tank capacity: 220 gal. (833 L)

ENGINE (make and type)
John Deere 4045T
Horsepower 74 hp (55 kW) @ 2,400 RPM
Tier 4F low emission diesel
*Tier 3 model dependant



ELGIN SWEEPER IS YOUR PARTNER...

IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



WARRANTY

Elgin Sweeper Company backs the Pelican sweeper with a one-year limited warranty. The Pelican is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty information. The ESCO/FSM warranty shall not apply to major components or trade accessories such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires, and batteries that have a separate warranty by the original manufacturer.

Your Local Elgin Dealer Is:

Built for clean. Backed for life.

elginsweeper.com

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice.
Some photos shown with optional equipment.
Elgin® Pelican® Memory Sweep™ and LifeLiner™ are registered trademarks of Elgin Sweeper Company.
Covered under US Patent #7,281, 296 B2 & 6,584,157 B2, and Canadian Patent #CA2475362
Effective 3/18 P/N 0705031-H
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LIMITED WARRANTY

Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months provided the machine is used in a normal and reasonable manner. This limited warranty is applicable only to the original user-purchaser for a period of twelve (12) months (as measured from the date of delivery to the original user-purchaser) and is not transferable.

During the Limited Warranty Period ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO.

The ESCO Limited Warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ESCO, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-205
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Approval of FY 2023-2024 Florida Firefighter Cancer Decontamination Equipment Grant Program Award		
Summary:	This is a request for the City Commission to approve a grant award from the Florida Department of Financial Services, Division of State Fire Marshal, under the FY 2023-2024 Florida Firefighter Cancer Decontamination Equipment Grant Program. The application cycle occurred July 3 - 24, 2023, with the State receiving requests for $2.25 million in equipment with a total of $500,000 available for grant funding. Staff submitted an application on July 24 requesting 3 gear extractors, 4 storm sticks, 47 sets of structural gloves, and 47 helmet ear flaps. Following submittal, the grant program manager asked for a ranking of priority for the requested items. Staff responded that gear extractors were the highest priority need. The Fire Department only has one gear extractor which is shared between all four fire stations. On September 26, 2023, staff received notification that the City's application was approved for one gear extractor not to exceed a total cost of $8,000.		
Financial Impact:	The estimated total cost to purchase 1 gear extractor is $8,530 ($7,950 + $580 pallet/shipping). The grant award will provide up to $6,000 for the purchase of 1 gear extractor with the City providing the required 25% match of $2,000, in addition to any additional costs. The match funding will come from Fund 305-Public Safety Vehicle & Equipment.		
Citizen Impact:	An additional gear extractor will assist in reducing turnaround time and will get firefighters back in service with Personal Protective Equipment that is custom fitted. The gear extractor is capable of washing 3 complete sets at once, complying with NFPA 1851 and (with the recent addition of 2 gear dryers) will drastically reduce cleaning times allowing		

	gear back in service sooner and reducing the likelihood of firefighters having to use contaminated gear.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends acceptance of the grant award.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 23-205 FL Firefighter Grant Program (P23-0217G) 2. City of Ormond Beach Contract 3. Grant_Award_Letter_FY23-24_Ormond Beach FD
Approval:	Kelly McGuire, Finance Director 11/15/2023 Claire Whitley, Assistant City Manager 11/16/2023 Joyce Shanahan, City Manager 11/29/2023

RESOLUTION NO. 2023-205

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, UNDER THE FY 2023-2024 FLORIDA FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's application to the Florida Department of Financial Services, Division of State Fire Marshal, under the FY 2023-2024 Florida Firefighter Cancer Decontamination Equipment Grant Program for financial assistance for the purchase of decontamination equipment was duly filed and approved for funding assistance in the amount of $6,000 (75% of the awarded project amount), and

WHEREAS, the approved project is for the purchase of one gear extractor not-to-exceed a total cost of $8,000, with a twenty five percent (25%) funding match required from the City. The grant funding assistance does not pay for shipping, installation, wiring and/or plumbing, accessories, or supplies, and

WHEREAS, the total cost to purchase one gear extractor is $8,530 ($7,950 for the equipment and $580 shipping), and

WHEREAS, the City Manager has certified that funds in the amount of $2,530 to fund the City’s twenty five percent (25%) contribution of the awarded project amount, as well as additional costs, are available in the Public Safety Vehicle & Equipment Fund (305) and are not appropriated for any other purpose, and

WHEREAS, the City and the Florida Department of Financial Services desire to enter into an Agreement relative thereto, now therefore,

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

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

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute an Agreement with the Florida Department of Financial Services, regarding funding assistance in the amount of $6,000 under the FY 2023-2024 Florida Firefighter Cancer Decontamination Equipment Grant Program for the purchase of one gear extractor for the Ormond Beach Fire Department. A copy of said Agreement is attached hereto and incorporated herein by reference.

SECTION THREE. The Mayor and City Manager are hereby authorized and directed to execute any additional contract, including any and all documents that are necessary and incidental thereto, for the City to accept the grant award.

SECTION FOUR. The City Manager hereby certifies that the City's matching funds in the amount of $2,530 will be derived from the Public Safety Vehicle & Equipment Fund (305).

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF ORMOND BEACH

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and City of Ormond Beach (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds for the 2023-2024 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, Florida Administrative Code (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds 25% of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. **Performance Requirements:**
   The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Agreement Duration:**
   The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. **Payment and Funding Considerations:**

4.1. **Funding:** This Agreement is a cost-reimbursement agreement, subject to a minimum 25% match of funds from a nonstate source of funding, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. **Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

4.3. **Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. **Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. **Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. **Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf (myfloridacfo.com). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. **Governing Laws of the State:**

6.1. **Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the

terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

6.3. Employment Eligibility Verification: N/A

6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or

replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A

7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this

Agreement in accordance with the record retention requirements of Part V of Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublictions/NIST.SP.800-88rl.pdf

12.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

13. Public Records: Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to "Agreement."

14. Assignments, Subgrants, and Contracts:

14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's

compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

16.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

16.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.

16.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17 below.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property: N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as

provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at:
http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. Entire Agreement: This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Specific Grant Awards;
ii. Attachment 2, Statement of Work;
iii. This Agreement;
iv. Attachment 3, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
v. Addendum A, Public Records Requirements; and
vi. Attachment 4, Index of Applicable Laws and Regulations.

26. Time is of the Essence: Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement

and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation

will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

31. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. **Contact Information for Grantee and Department Contacts:**

Department's Contract Manager:

Susan Schell, Safety Programs Manager
Bureau of Fire Standards and Training
Division of State Fire Marshal
11655 NW Gainesville Road
Ocala, FL 34482
Telephone number: (352) 369-2800
Susan.Schell@myfloridacfo.com

Grantee's Payee:		**Grantee's Contract Manager:**	
Name:	City of Ormond Beach	Name:	Loretta Moisio, Grants Coordinator
Address:	P.O. Box 217	Address:	P.O. Box 277
	Ormond Beach, FL 32175-0217		Ormond Beach, FL 32175-0277
Phone:	386-676-3315	Phone:	386-676-3315
Fax:	386-676-3374	Fax:	386-676-3374
Email:	Loretta.Moisio@ormondbeach.org	Email:	Loretta.Moisio@ormondbeach.org

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. **Notices:**
The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and the attachments, addenda, and exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials.

Grantee: City of Ormond Beach

By: _____

Name: Bill Partington

Title: Mayor

Date: December 5, 2023

By: _____

Name: Joyce Shanahan

Title: City Manager

Date: December 5, 2023

Department of Financial Services:

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1, Specific Grant Awards

The Department has established a funding award for Grantee in an amount not to exceed $6,000.00 for the grant period during the 2023-2024 State fiscal year.

Per the Grant Award Letter, Grantee's authority to expend State grant funds referenced above is conditioned upon Grantee's expenditure of $2,000.00 in matching funds. The total expenditures that must be accounted for by the Grantee are $8,000.00, and are authorized for the following equipment, supplies, and training:

1 Gear Extractor

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section B.3., Deliverables, of this Agreement.

Attachment 2, Statement of Work

A. PROGRAM REQUIREMENTS

The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:

(a) Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.

(b) Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.

(c) Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.

(d) Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.

(e) Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

(f) Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

(g) Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

B. SCOPE OF WORK

1. The Grantee's Responsibilities:

a. The Grantee shall perform the tasks as specified in Section 3, Deliverables, and comply with the requirements of the Agreement.

b. The Grantee shall remain in compliance with all grant award eligibility requirements during the Agreement term, including, but not limited to, the following:
   1) Maintenance of all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
   2) Submission of all incident reports to the Florida Fire Incident Reporting System (FFIRS).
   3) Compliance with the Florida Firefighter Occupational Health and Safety Act or the requirements of the Grantee's filed plan for correction.
   4) Maintenance of a written Agreement with the fire service provider under which the fire department is operating.

c. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Grantee hereby acknowledges receipt of this Agreement as the Department's award notification and shall

return this signed Agreement to the Department within thirty (30) days of the Department's award notification to the Grantee. The signed Agreement must be attached to an email and sent to FirefighterGrant@myfloridacfo.com.

2. **The Department's Responsibilities:**
   a. To fulfill the requirements of Rule 69A-37.503(7)(a), F.A.C., the Department shall provide this Agreement to the Grantee for its signature and deem the timely receipt of this signed Agreement via an email attachment from Grantee via FirefighterGrant@myfloridacfo.com to be the Grantee's notice of acceptance of the award.
   b. The Department shall conduct all verification activities associated with the Grantee's expenditures for the items authorized in Attachment 1, Specific Grant Awards, including expenditure of the match amount stated in Attachment 1, Specific Grant Awards.
   c. The Department shall provide reimbursement of properly documented and authorized expenditures.

3. **Deliverables:**
   The Grantee shall perform the following tasks as specified:

Deliverable 1 – Expend Funds for Authorized Equipment, Supplies, and Training		
Tasks	**Performance Measures and Due Date**	**Financial Consequences**
Expend funds for items as authorized in Attachment 1, Specific Grant Awards.	For authorized equipment and supply purchases: Submit to the Department an invoice that clearly reflects the description of the item(s), number of units, and cost per unit for the equipment and supplies purchased; and proof of payment for such items. Upon receipt of such items, submit to the Department copies of documentation confirming receipt. For authorized training: Submit to the Department an invoice and any additional documentation necessary to clearly describe the training, the purpose and benefits of the training, the dates and times for the training to be conducted, and proof of payment for the scheduled training. Upon completion of the training, provide proof of attendance and completion of the training by the number of participants that received the training.	Funds expended for the authorized items will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the item.

	Due Dates: For each authorized use of funding, the funds must be fully obligated for the authorized use on or before the last day of the State fiscal year for the grant award period. .	
Deliverable 1 State Funds Payment Amount Must Not Exceed Amount Stated in Attachment 1:		
TOTAL Payment Amount must not exceed total grant award stated in Attachment 1		

4. **Expenditure and Reconciliation Report:**
Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. In addition, the Department's Contract Manager must verify that the Grantee has expended the required amount of matching funds in accordance with the requirements of Attachment 1, Specific Grant Awards. If the Department's Contract Manager requests documentation from the Grantee's Contract Manager for these purposes, the Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request. See Section C.3. below for further detail regarding the documentation and reporting requirements for State fund and matching fund expenditures.

C. SPECIAL PROVISIONS

1. **Agreement Duration:**
This Agreement is effective (effective date) on the date last signed and will end on the last day of the State's fiscal year in which the grant was awarded. The Grantee may commence its performance of the requirements of the Agreement as of the date it submits a signed copy of the Agreement to the Department in accordance with the requirements of Section B.1.c., above.

2. **Demonstration of Performance and Acceptance of Deliverables:**
The deliverables will be accepted by the Department's Contract Manager only after the Grantee has provided proof of payment and receipt of the authorized items. If the Department rejects a deliverable, all costs associated with correction of that deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the deliverable shall be considered to occur when the deliverable has been approved by the Department. The Agreement will be considered complete upon acceptance by the Department of all deliverables required under the Agreement. The Department may independently verify the receipt by Grantee of deliverables beyond the methods described in this Section. The Grantee must provide proof of payment and receipt of the authorized items to be entitled to retain funds provided under the Agreement.

3. **Payment Amount, Invoice Submittal, and Payment Schedule:** The payment obligation of the Department shall not exceed the amount of State funds to be awarded as stated in Attachment 1. The deliverable amount specified in Attachment 1, establishes the maximum reimbursable amount for the authorized item and not the value of the item. The Grantee's entitlement to retain funds is dependent upon the following: the Grantee timely submitted an accurate and acceptable invoice and any other necessary supporting documentation as described in Section B.3., Deliverables; the funds were fully obligated by the Grantee as of June 30th of the State's fiscal

year in which the grant was awarded and were disbursed by the Department on or before September 30th of the same calendar year; and, in accordance with Agreement Section 8, Funding Requirements of Section 215.971, F.S., the funds were expended by the Grantee for allowable costs incurred in performance of the requirements of this Agreement. If the Department does not receive all documentation necessary from the Grantee to confirm its acceptance of all deliverables, the Grantee shall return all excess funds it has received.

In addition to the documents identified in Section B.3., Deliverables, the Department may require any additional information from the Grantee that the Department deems necessary to verify that the Grantee has fulfilled the requirements of the Agreement.

If the Agreement is terminated early, the Department shall only pay for completed and accepted deliverables.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.

5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the requirements of Section B.3., Deliverables, will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and, in particular, as specified above in Section B.3., Deliverables, will result in assessment by the Department of the specified financial consequences.

   This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.

7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under the Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work as shall not have been terminated by the Department.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
   d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

8. **Nondiscrimination:** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or

age. The Grantee shall provide a harassment-free workplace and give any allegation of harassment priority attention and action.

9. **Limitation of Liability:**
   a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
   b. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

- End of Attachment 2, Statement of Work -

ATTACHMENT 3

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

2. Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

3. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): Susan.Schell@MyFloridacfo.com

      or

      Paper (hard copy):
      Susan Schell
      Department of Financial Services
      200 East Gaines Street
      Tallahassee, Florida 32399-0340

   b. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Fire Decontamination Equipment Grant Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants, 43.013
   Amount: The amount listed in the first paragraph of Attachment 1, Specific Grant Awards, of this Agreement

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

Attachment 4
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors.**

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., 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 Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department 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 completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL
STATE OF FLORIDA

September 26, 2023

Ormond Beach Fire Department
364 S. Atlantic Avenue
Ormond Beach, FL 32176

Re: Florida Firefighter Cancer Decontamination Equipment Grant Program

Dear Chief Bailey,

The Bureau received requests for $2.25 million dollars equipment under the Fiscal Year 2023/24 Florida Firefighter Cancer Decontamination Equipment Grant. On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant.

The approved project is to purchase 1 gear extractor not to exceed a total cost of $8,000.00. Your department is responsible for 25% of this amount. Please note that the grant does not pay for shipping, installation, wiring and/or plumbing, accessories, or supplies.

In order for your department to participate in this grant, you are required to accept the grant award within 30 calendar days of receipt of this letter. Please send your acceptance/denial email to susan.schell@myfloridacfo.com. Once accepted, the department/fire service provider will receive a contract agreement that you are required to approve, execute the Agreement, and submit a copy of the entire contract document by email to susan.schell@myfloridacfo.com.

As per grant award, the department/fire service provider is required to be in "full" Safety Compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed within 90 days of the grant award notification. If not completed, then the grant award will be revoked.

If you have any questions, concerns, or need assistance with regards to this process, please call Susan Schell at 352-369-2836.

Susan T. Schell

Susan Schell, Safety Programs Manager

SUSAN SCHELL • SAFETY PROGRAMS MANAGER
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2836 • FAX 352-732-1433
EMAIL • SUSAN.SCHELL@MYFLORIDACFO.COM
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-210
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Downtown Traffic Signal Wrap FDOT Community Aesthetics Feature Agreement		
Summary:	This is a request for the City Commission to approve and execute a Community Aesthetic Feature (CAF) Agreement with the Florida Department of Transportation (FDOT) for the installation of 9 public art traffic signal cabinets within the FDOT right-of-way along West and East Granada Blvd, within the Downtown Overlay Zone, on identified box numbers described on Exhibit "A" attached. The City is responsible for all costs related to the printing, installation, and maintenance of the signs under this Community Aesthetic Feature (CAF) Agreement. This is a companion item to the public art request for 11 traffic signals and streetlight cabinets.		
Financial Impact:	There is no direct cost of the community aesthetic Feature Agreement; with the agreement Ormond Beach has the maintenance responsibility of the cabinet wraps.		
Citizen Impact:	Features such as art on signals and streetlight cabinets are considered an enticement for pedestrians as they move from one destination to another. This element of visual surprise is partially why people love to come downtown, and contributes to a sense of place.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the approval and execution of the Community Aesthetic Feature Agreement for the installation of 9 signal cabinet wraps within the FDOT right-of-way along West and East Granada Blvd as outlined.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 23-210 CAFA w FDOT (P23-0220G) 2. CAF 2023-M-591-00003		

	3. Exhibit A_CAF streetlight cabinets	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	12/6/2023 12/8/2023 12/13/2023

RESOLUTION NO. 2023-210

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE INSTALLATION OF NINE TRAFFIC SIGNAL CABINET PUBLIC ART WRAPS WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 18, of the City of Ormond Beach *Code of Ordinances*, City staff has proposed a Public Art Order to allow a public art project of nine (9) traffic signal and two (2) street light cabinet wraps, located along West and East Granada Boulevard within the Downtown Overlay District on public property (the "Project"), and

WHEREAS, the nine traffic signal cabinets proposed for the Project are located on Florida Department of Transportation ("FDOT") right-of-way and require a Community Aesthetic Feature ("CAF") Agreement between the City and FDOT for the installation of the cabinet wraps, and

WHEREAS, under the CAF Agreement, the City shall be responsible for all costs related to the design, installation, and maintenance of the Project, now therefore,

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Community Aesthetic Feature Agreement between the City and the Florida Department of Transportation regarding the installation of public art cabinet wraps on nine (9) traffic signal cabinets within FDOT right-of-way on Granada Boulevard (SR40), a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road 40 Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and the City of Ormond Beach ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [**CHOOSE ONE**: ☒Public Art, ☐Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road 40 (Granada Blvd.) at MP 29.790-30.317 / 0.000-1.481 in Volusia County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 12/31/2028, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☒Public Art, ☐Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 719 South Woodland Blvd Deland, Florida 32720 . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such

plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Tracy Rosenberg, at (386) 740-3437 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed

and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

1) Periodic inspections

2) Grafitti Removal

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 0.00. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer,_____Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 5 PROGRAM MANAGER
FDOT DeLand Operations
1650 North Kepler Road DeLand, FL 32724
Phone: 386-740-3400
Fax:

City of Ormond Beach COUNTY [OR CITY], FLORIDA
22 South Beach Street
Ormond Beach, FL 32114

Phone: 386-676-3342
Fax:

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of 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 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 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. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

AGENCY

City of Ormond Beach

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____
City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: Ron J. Meade, PE

Title: District Maintenance Engineer

Date: _____

Legal Review:

_____

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Install signal cabinet wraps at 11 locations on Granda Boulevard between Orchard Street and SR A1A.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Becky Weedo, Senior Planner, and dated 10/5/2023 . Any revisions to these plans must be approved by the Department in writing.

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

EXHIBIT “B”

SPECIAL PROVISIONS

1) SECTION 5b is deleted and replaced with the following:

If the Agency is self-insured, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

The Agency agrees to maintain commercial insurance or will be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request, the Agency shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.

The Departments' failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Agency of its liability and obligations under this Agreement.

The Agency shall cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force while performing installation or maintenance activities pertaining to this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $2,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency's contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department’s current Standard Specifications for Road and Bridge Construction, as amended.

2) The following Section is added:

SECTION 5d. Sovereign Immunity. The City and Department each expressly retain and reserve all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes.

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

1) No work performed during Special Events.
2) No lane closures permitted without prior Department approval.

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

EXHIBIT “D”

AGENCY RESOLUTION

Attached, following page.

Section No. 79100/ 79150 CAFA No. 2023-M-591-00003

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Ormond Beach

PROJECT DESCRIPTION: Signal Cabinet Wraps- Grananda Boulvard

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL: Name: _____

Date: _____


Lincoln Ave
Ford St
N Perrott Dr
N Yonge St (US Hwy 1)
Lincoln Ave
Lincoln Ave
N Beach St (C.R. 4011)
N Orchard St
Thompson Creek Rd
Private R.R.
N Washington St
N Ridgewood Ave
New Britain Ave
New Britain Ave
BAILEY RIVERBRIDGE GARDENS
BOX #233
44.25"x26"x76.75"
BOX #204
44"x28"x76"
FIBER OPTIC CABLE HUB
24"x23"x44"
BOX #205
44"x28"x55"
Granada Bridge (S.R. 40)
W Granada Blvd (S.R. 40)
BOX #183
44"x26"x55"
STREET LIGHT BOX
60"x14"x48"
"not included in CAF"
Lewis St
Corbin Ave
S Beach St (C.R. 4011)
STREET LIGHT BOX
60"X9"x48"
"not included in CAF"
S Orchard St
THOMPSON CREEK
FEC R.R.
S Washington St
Corbin Ave
CASSEN PARK
MATCH LINE
Eileen Butts St
S Yonge St (US Hwy 1)
S Ridgewood Ave
S Perrott Dr
Tomoka Ave
Tomoka Ave
Tomoka Ave
Grove St
Ramsey Ter
Tomoka Ave
Private R.R.
HALIFAX RIVER
John Anderson Dr
Orchard Ln
Hotel St
FORTUNATO PARK
BOX #184
44"x28"x55"
BOX #148
44"x28"x55"
N Halifax Dr (C.R. 2803)
BOX #206
44.25"x26"x76.75"
Ocean Shore Blvd (S.R. A1A)
E Granada Blvd
E Granada Blvd (S.R. 40)
E Granada Blvd (S.R. 40)
Granada Bridge (S.R. 40)
ATLANTIC OCEAN
MATCH LINE
ROCKEFELLER GARDENS
Riverside Dr
S Halifax Dr
Vining Ct
Coquina Ct
Bovard Ave
FIBER OPTIC CABLE HUB
24"x23"x44"
Casement Dr
Seton Trl
Wye Dr
Coquina Dr
Lucky Dr
Florence St
S Atlantic Ave (S.R. A1A)
1 inch = 160 feet
160 80 0 160 Feet
Created - October 30, 2023

Box #	Description	Location	Size
233	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Orchard St.	44.25"x26"x76.75"
204	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & S. Yonge St.	44"x28"x76"
205	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & Ridgewood Ave.	44"x28"x55"
~~N/A~~	~~Streetlight Cabinet~~	~~60' S. of the S.E. corner of Granada Blvd. & S. Ridgewood Ave.~~ (Not part of CAF)	~~60"x14"x48"~~
~~N/A~~	~~Streetlight Cabinet~~	~~35' S. of the S.W. corner of Granada Blvd. & Lewis St.~~(Not part of CAF)	~~60"x9"x48"~~
183	Traffic Signal Cabinet	N.E. corner of Granada Blvd. & N. Beach St.	44"x26"x55"
Behind 183	Fiber Optic Cable Hub	N.E. corner of Granada Blvd. & N. Beach St.	24"x23"x44"
184	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & John Anderson Dr.	44"x28"x55"
148	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Halifax Dr.	44"x28"x55"
206	Traffic Signal Cabinet	S.E. corner of Granada Blvd & S.R. A1A	44.25"x26"x76.75"
Beside 206	Fiber Optic Cable Hub	S.E. corner of Granada Blvd & S.R. A1A	24"x23"x44"

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-211
Strategic Goal:	Governance - Other		
Department:	Public Works - Fleet Management		
Subject:	Fuel Purchasing Contract		
Summary:	This item requests approval to continue piggybacking the Volusia County Bulk Fuel Contract. This a cost-effective way to purchase fuel for City operations as Volusia County currently purchases bulk fuel in excess of $9,000,000. The City of Ormond Beach has been purchasing fuel under this agreement with Volusia County since 2011, and as such, realizes a savings of approximately 3-5 cents a gallon which translates into several thousand dollars per year. Spearheaded by the Volusia County Fleet Department, Volusia County contacted local Fleet Operations within county lines to create a Fuel Consortium, allowing various governmental agencies to piggyback their contract. In addition to cost savings, this contract also requires fuel providers to have a written plan of action to include all steps taken during an emergency, including identifying participating agencies as priority customers in order to reduce the risk of running out of fuel and not being able to deliver services to residents, particularly in emergency situations. Fleet Operations is requesting approval to continue this procedure as the annual fuel purchases exceed $25,000.		
Financial Impact:	The FY 2023-24 General Fund Budget 001 - Fleet budget for fuel (gasoline and diesel combined) is $625,000.		
Citizen Impact:	Governance - Other		
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission authorize Fleet Operations to continue to piggyback the Volusia County Bulk Fuel contract 19-B-70EM.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Attachments:	1. 23-211 Fuel Purchase (P23-208G) 2. Agenda 10802 VC Fuel Contract Renewal2023 3. MA 32389B - GENTRY OIL LLC _ 5_9_2023 _ 4. MA _ 32390B -_ MANSFIELD OIL COMPANY _ 5_9_2023 _ 5. MA _ 32391B - _ PETROLEUM TRADERS CORP _ 5_9_2023 _ 6. VC Agenda Item Bulk Fuel 2022 7. Gentry Oil 2022 8. Petroleum Traders 2022 9. Mansfield Oil 2022 10. 09._ROA (2) 11. 08._Attachment_B_(Revision_1),_Facility_Identi 12. 06._Addendum_1 13. 07._Addendum_2 14. 03._19-B-70EM,_Exhibit_II 15. 02._19-B-70EM,_Exhibit_I 16. 01._19-B-70EM,_Bulk_Fuel 17. Volusia Fuel Piigy Information 18. Copy of Attachment B (Amended) Facility Identification_gcs
Approval:	Kelly McGuire, Finance Director 12/1/2023 Claire Whitley, Assistant City Manager 12/12/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-211

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

WHEREAS, the City is seeking to purchase gasoline and diesel fuel on an as-needed basis for use by City vehicles for FY 2023-2024, and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase gasoline and diesel fuel from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, on an as-needed basis under the County of Volusia ITB No. 19-B-70EM, and

WHEREAS, it is estimated that one year's worth of gasoline and diesel combined will cost $625,000, with some individual purchases exceeding $25,000.00, and

WHEREAS, the City Manager has certified that funds not to exceed the amount of $625,000 for the purchase of one year's worth of gasoline and diesel fuel thereof are in the FY 2023-2024 General Fund (001) Fleet budget and have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The City Commission hereby approves and authorizes the purchase of gasoline and diesel fuel from Mansfield Oil Company, Petroleum Traders Corporation, and Gentry Oil, LLC, under the County of Volusia ITB No. 19-B-70EM on an as-needed basis using Purchase Orders for each purchase, the cumulative total of which shall not exceed $625,000 for FY 2023-2024 and to pay the costs therefore using funds from the FY 2023-2024 General Fund (001) Fleet budget.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Date: 05/02/2023	**AGENDA ITEM**	**Item:** 05

[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Fleet Management

Subject: Renewal of agreements for bulk fuel, 19-B-70EM.

Jeaniene Jennings Director Business Services  Department Approval	Jennifer Ditslear Approved in Accordance with Purchasing Policies and Procedures	Legal Heather Wallace Deputy County Attorney  Approved as to Form and Legality	County Manager's Office Ryan Ossowski Chief Financial Officer 
Robert Gilmore Director Fleet Management  Division Approval	Aaron Van Kleeck  Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	513-860-6300-5220 (Estimated Annual Expenditure: Fuel)	$6,730,000.00
456 Volusia Transportation Authori	456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)	$2,950,800.00
999 Various	Various Accounts (Estimated Annual Expenditures)	$123,000.00

Total Item Budget: $9,803,800.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
Robert Gilmore	386 254 1595	11862

Summary/Highlights:

On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland, Mansfield Oil Company, and Petroleum Traders Corporation, for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.

On April 19, 2022, the county council approved the first one-year renewal.

The fleet management division manages the fuel supply for the county. There are 7 fuel sites with a total fuel capacity of 140,000 gallons distributing approximately 1.8 million gallons of fuel

annually to county departments and divisions. The fuel sites allow the county to be self-sufficient and have a reliable fuel supply for everyday needs and during emergencies.

As the lead agency, the county created a fuel bid consortium that also includes 8 local agencies and all constitutional offices. The bulk fuel bid allows the county and many local agencies to purchase fuel at a much lower cost than if purchased at retail gas stations.

Staff is satisfied with the service level provided by these vendors and recommends extension of the agreements for the final one (1) year renewal with the same terms and conditions. The estimated annual expenditure for these services is $9,803,800.

Recommended Motion: Approval.

Master Agreement

NO. 860 32389B - 1

TERM: 2023-05-02 to 2024-05-07

Date Issued: 05/09/2023

Vendor contact:	**County contact:**	**Bill To:**
Name: BOB GILMORE **Phone:** 386-734-4239 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** 95012300010 GENTRY OIL LLC 1761 LANGLEY AVE DELAND, FL 32724-2180		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Volusia County
FLORIDA

19-B-70EM
Bulk Fuel
Attachment A

Bidders shall complete all fields shaded in blue.

Company Name: Gentry Oil, LLC

Fuel Type	Markup over OPIS daily low	Markup over OPIS daily
Ultra Low Sulfur Diesel +/= 7500 gallons		
Ultra Low Sulfur Diesel less than 7500 gallons	$0.17	$0.17
E-10 Fuel +/= to 8000 gallons		
E-10 Fuel less than 8000 gallons	$0.17	$0.17
Gross No.2 Red-Dyed Fuel (Off Road) +/= 7500 gallons		
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.17	$0.17

1 Any additional fee for split loads: YES / NO
If YES, please state fee: NO

2 List any additional fee for "above" vs. "below" ground tanks:

3 Drop Charge for tank wagon delivery, if any: YES / NO
YES
$50.00
less than 100gals
If YES, please state fee:

4 Which terminal will be utilized to supply fuel? Orlando

Master Agreement

NO. 860 32390B - 1

TERM: 2023-05-02 to 2024-05-07

Date Issued: 05/09/2023

Vendor contact:	**County contact:**	**Bill To:**
Name: LIBBY NORRIS **Phone:** 678-450-2081 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** MAO45690000 MANSFIELD OIL COMPANY 1025 AIRPORT PKWY SW GAINESVILLE, GA 30501-6813		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet *Use new price sheet for cost as of 4/19/22*	0.000000
3	40500	EA	per attached Price Redetermination attached *Only Ultra low sulfur diesel +/= 7500 price decreased 5/7/2023*	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

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Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

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Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

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Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company

Fuel Type	Markup over OPIS daily low (cuurent)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/= 7500 gallons	$0.0526	$0.0730	32.48%
Ultra Low Sulfur Diesel less than7500 gallons	$0.2824	$0.3028	6.97%
E-10 Fuel +/= 8000 gallons	$0.0512	$0.0659	25.11%
E-10 Fuel less than 8000 gallons	$0.3084	$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/=7500 gallons	$0.0526	$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.4835	$0.5039	4.13%
		Total Average %	**18%**

Approved by:

Pamela Wilsky

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Price Redetermination (Section 2.11) as of 3/2023

19-B-70EM

Mansfield Oil Company

Fuel Type	Markup over OPIS daily low (cuurent)	Vendor Proposed Markup over OPIS daily low
Ultra Low Sulfur Diesel +/= 7500 gallons	$0.0730	$0.0617
Ultra Low Sulfur Diesel less than7500 gallons	$0.3028	$0.3028
E-10 Fuel +/= 8000 gallons	$0.0659	$0.0659
E-10 Fuel less than 8000 gallons	$0.3231	$0.3231
Gross No.2 Red-Dyed Fuel (Off Road) +/=7500 gallons	$0.0730	$0.0730
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.5039	$0.5039

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Master Agreement

NO. 860 32391B - 1

TERM: 2023-05-02 to 2024-05-07

Date Issued: 05/09/2023

Vendor contact:	**County contact:**	**Bill To:**
Name: JOE VANDERPOOL	**Name:** VICTORIA BERTLING	**County of Volusia**
Phone: 888-637-7661 **Ext.:**	**Phone:** 386-248-1760 **Ext.:** 11854	AS REQUIRED BY USING DEPARTMENT
E-mail: JVANDERPOOL@PETROLEUMTRADEF	**E-mail:** vbertling@volusia.org	VOLUSIA COUNTY, FL 32720

Vendor Name:	**Ship To:**
Vendor No. 98020200020	AS REQUIRED BY USING DEPARTMENT
PETROLEUM TRADERS CORP	VOLUSIA COUNTY, FL 32720
7110 POINTE INVERNESS WAY	
FORT WAYNE, IN 46804-7928	

Solicitation Number: 19-B-70EM

Award Date:

Award Authorization: COUNCIL

Purchasing LISA SMITH
Phone: 386-822-5788 **Ext:** 15788
E-mail: mlsmith@volusia.org

Payment Terms: Net 45 Days, FOB Dest, Freight allowed

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 price redetermination Diesel/Dyed Fuel only	0.000000
3	40500	EA	per attached price sheet AS OF 5/7/2023 Price Redetermination attached- marginal increase of +.0100 for 87 Octane gasoline only (E10)	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

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Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

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Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

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Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

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Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation

Volusia County
FLORIDA

Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfer Diesel +/= 7500 gallons	$0.0527	$0.0627	$0.0202	$0.0302
Ultra Low Sulfer Diesel less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600
Dyed Fuel (Off Road) +/= 7500 gallons	$0.0527	$0.0627	$0.0217	$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Price Redetermination as of 03/2023
19-B-70EM, Bulk Fuel
Petroleum Traders Corporation

	Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily	
	E-10 Fuel +/= 8000 gallons	$0.0474	$0.0574	$0.0124	$0.0224	
	E-10 Fuel less than 8000 gallons	$0.3000	$0.3100	$0.2500	$0.2600	

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Date: 04/19/2022	**AGENDA ITEM**	**Item:** 04

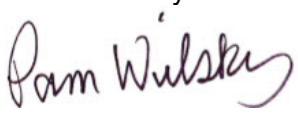
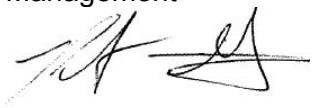
[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Fleet Management

Subject: Renewal of agreements for bulk fuel with Gentry Oil Company, Mansfield Oil Company, and Petroleum Traders Corporation 19-B-70EM.

Jeaniene Jennings Director Business Services  Department Approval	Pamela Wilsky  Approved in Accordance with Purchasing Policies and Procedures	Legal Heather Wallace Assistant County Attorney  Approved as to Form and Legality	County Manager's Office Ryan Ossowski Chief Financial Officer 
Robert Gilmore Director Fleet Management  Division Approval	Aaron Van Kleeck  Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	513-860-6300-5220 (Estimated Annual Expenditure: Fuel)	$6,188,333.00
456 Volusia Transportation Authori	456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)	$3,072,960.00
999 Various	999 Various Accounts (Estimated Annual Expenditures)	$91,500.00

Total Item Budget: $9,352,793.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
Robert Gilmore	386 254 1595	11862

Summary/Highlights:
On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland FL , Mansfield Oil Company, Gainesville, GA and Petroleum Traders Corporation, Ft. Wayne, IN for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.

Staff is satisfied with the service level provided by these vendors and recommends extension

of the agreements for the first one (1) year renewal with the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of $.015 increase to their markup in accordance with Section 12 Unusual Costs due to unprecedented increase in transportation costs in the past two years. The estimated annual expenditure for these services is $9,352,793.00.

Copies of the fully executed agreements and applicable exhibits are available for review in the purchasing and contracts division.

Recommended Motion: Approval.

Master Agreement

NO. 860 32389A - 1

TERM: 2022-05-08 to 2023-05-07

Date Issued: 04/27/2022

Vendor contact:	**County contact:**	**Bill To:**
Name: BOB GILMORE **Phone:** 386-734-4239 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** 95012300010 GENTRY OIL LLC 1761 LANGLEY AVE DELAND, FL 32724-2180		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Master Agreement

NO. 860 32391A - 1

TERM: 2022-05-08 to 2023-05-07

Date Issued: 04/27/2022

Vendor contact:	**County contact:**	**Bill To:**
Name: BILL MINNICK **Phone:** 800-348-3705 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** 98020200020 PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 PRICE INCREASE ON DIESEL AND DYES FUEL ONLY	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation

Volusia County
FLORIDA

Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfer Diesel +/= 7500 gallons	$0.0527	$0.0627	$0.0202	$0.0302
Ultra Low Sulfer Diesel less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600
Dyed Fuel (Off Road) +/= 7500 gallons	$0.0527	$0.0627	$0.0217	$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600

Approved by:

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Master Agreement

NO. 860 32390A - 1

TERM: 2022-05-08 to 2023-05-07

Date Issued: 05/04/2022

Vendor contact:	County contact:	Bill To:
Name: LIBBY NORRIS **Phone:** 678-450-2081 **Ext.:** **E-mail:**	**Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** MAO45690000 MANSFIELD OIL COMPANY 1025 AIRPORT PKWY SW GAINESVILLE, GA 30501-6813		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org
Award Date:	**Payment Terms:** Net 45 Days, FOB Dest, Freight allowed
Award Authorization: COUNCIL	

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet *Use new price sheet for cost as of 4/19/22*	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Partyâ€™s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

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Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

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Price Redetermination as of 3/2022

19-B-70EM Bulk Fuel

Mansfield Oil Company

Fuel Type	Markup over OPIS daily low (cuurent)	Vendor Proposed Markup over OPIS daily low	Percentage Difference
Ultra Low Sulfur Diesel +/= 7500 gallons	$0.0526	$0.0730	32.48%
Ultra Low Sulfur Diesel less than7500 gallons	$0.2824	$0.3028	6.97%
E-10 Fuel +/= 8000 gallons	$0.0512	$0.0659	25.11%
E-10 Fuel less than 8000 gallons	$0.3084	$0.3231	4.66%
Gross No.2 Red-Dyed Fuel (Off Road) +/=7500 gallons	$0.0526	$0.0730	32.48%
Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.4835	$0.5039	4.13%
		Total Average %	**18%**

Approved by:

Pamela Wilsky

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Volusia County
FLORIDA

COUNTY OF VOLUSIA, FL
Recommendation of Award

BID NUMBER: 19-B-70EM
BID TITLE: Bulk Fuel

OPENING DATE/TIME: 4/16/2019
3:00 p.m.

ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

No.	Item	Mansfield Oil Company Markup over OPIS daily low	Petroleum Traders Corp. Markup over OPIS daily low	Indigo Energy Partners Markup over OPIS daily low	Gentry Oil, LLC Markup over OPIS daily low	Glover Oil Company, Inc Markup over OPIS daily low	James River Solutions Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/= 7500 gallons	$0.0526	$0.0527	$0.0745		$0.2000	$0.0584
2	Ultra Low Sulfur Diesel less than 7500 gallons	$0.2824	$0.3000	$0.2850	$0.1700	$0.2650	
3	E-10 Fuel +/= to 8000 gallons	$0.0512	$0.0474	$0.0699		$0.1900	$0.0574
4	E-10 Fuel less than 8000 gallons	$0.3084	$0.3000	$0.2850	$0.1700	$0.2550	
5	Gross No.2 Red-Dyed Fuel (Off Road) +/= 7500 gallons	$0.0526	$0.0527	$0.0745		$0.2000	$0.0584
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	$0.4835	$0.3000	$0.2850	$0.1700	$0.2650	
	TOTAL BASE BID	$1.2307	$1.0528	$1.0739	$0.5100	$1.3750	$0.1742
7	Any additional fee for split loads	$55.00	$50.00	$65.00	$0.00	$50.00	$40.00
8	Additional fee for "above" vs. "below" ground tanks	$55.00	$55.00	$65.00	$0.00	$0.00	$50.00
9	Drop Charge for tank wagon delivery	$45.00	$0.00	$0.00	$50.00	$0.00	$0.00
	TOTAL ADDITIONAL FEES	$155.00	$105.00	$130.00	$50.00	$50.00	$90.00

Opened and Tabulated by: Eddie Molina, Procurement Analyst/ Andrew Kokitus, Sr. Procurement Analyst
Recommendation of Award: Mansfield Oil Company, Petroleum Traders Corp., and Gentry Oil, LLC.
County Council Meeting Date: 5/7/19
Posted: 4/22/19

Reviewed by: _____
Jeaniene Jennings, CPPO, CPPB
Director of Purchasing & Contracts

19-B-70EM
Fuel Sites
Attachment B

Fuel Site Information

Volusia County:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9809259	Indian Lake Road 1336 Indian Lake Road, Daytona Beach 32724	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel AST. 1 ea. 10,000 Gal. Vehicular Diesel, double walled (DW) steel AST 1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), steel AST	24 Hours, 7 days	Yes	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	42,000 gallons □LSD
9103512	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach 32124	1 ea. 12,000 Gal. Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehiclular Off-Road Disel, double walled (DW) 1 ea 12,000 Gal. Vehicular Gasoline, double walled (DW) steel AST	7am-5pm M-F	No	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	65,000 gallons □LSD 213,000 gallons Off Road Diesel
9046676	Walker St. Road & Bridge 455 Walker Street, Holly Hill 32117	1 ea. 12,000 Gal. Vehicular Gasoline □ST, DW, Fiberglass. 1 ea. 12,000 Vehicular Diesel □ST. DW, Fiberglass.	24 Hours, 7 days	No	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	43,000 gallons □LSD
8622777	Deland Road & Bridge 2560 West Highway 44, Deland 32720	1 ea. 10,000 Gal. Vehicular Gasoline □ST, DW, Fiberglass. 1 ea. 10,000 Gal. Vehicular Diesel □ST, DW, Fiberglass	7am - 5pm M-F	No	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	99,000 gallons □LSD
8522683	Osteen Road & Bridge 200 North Highway 415, Osteen 32764	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	18,000 gallons □LSD
8622679	NSB Road & Bridge 534 North Old Dixie Highway, New Smyrna Beach 32168	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	77,000 gallons □LSD
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 Gal. Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 Gal. Vehicular Gasoline AST, DW Steel.	24 Hours, 7 days	Yes	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	None	105,000 gallons □LSD
9400111	□VAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gallon Vehicular Diese AST, DW, Steel	24 Hours, 7 days	No	Name□Michelle Leigh Phone□386-248-1760 □xt. 11263 email□mleigh@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000 gallons ULSD

Flagler County

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9807845	Flagler County 1769 □. Moody Blvd. Bunnell, Fl 32110	1 ea 30,000 Gal above ground double wall for □nleaded fuel and 1 ea. 30,000 Gal. above ground double wall for Diesel. □lectronic monitoring of interstice and continuous automatic tank gauge system.	24 hours, 7 days	Yes	Name□Andrew Pearson Phone□386-313-4178 □mail□ apearson@flaglercounty.org	None	We only receive □LS diesel and the annual usage is 175,000 gallons.

City of Daytona Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea.6,000 gal. Vehicular Diesel AST, DW 1 ea.1,000 gal. Vehicular Diesel, AST, DW.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	□LSD
8631491	Fire Station □3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass □ST	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	8315 net gallons □LSD
8631488	Sewer Lift Station □1134 510 Ora Street Daytona Beach, FL 32114	1ea. 500 gal. Vehicular Diesel Double Walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	□LSD
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel □ST. 1 ea. 12,000 gal. □nleaded Gas Double Walled (DW) steel □ST.	7am-5pm, 5 days	Yes on 6,000 and 4,000 gallons tanks. No on the 12,000 gallon tanks.	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	50.7 net gallons □LSD
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. □nleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Double walled (DW) steel AST. 1 ea. 2,000 gal. □nleaded gas. Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	37,225 net gallons □LSD
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gallon Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal.□nleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Brian Ja□uet Phone□386-671- 3502 Cell□ □mail□a□uetbrian@codb.us	None	□LSD
9300590	Lift Station □1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	□LSD
8631492	Fire Station □4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	11,272 net gallons □LSD
9300589	Lift Station □1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	□LSD
9300588	Lift Station □1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name□Robert Campbell Phone□386-671-8684 Cell□386-451-2620 □mail□campbellr@codb.us	None	□LSD

City of Ormond Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel

9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel □ST. 1 ea. 12,000 Diesel. DW steel □ST 1 ea. 6,000 AGT, Gasoline, Concrete DW	7am-3 pm, 5 days	Yes	Name□Kevin Gray Phone□386-676-3265 Cell □386-316-7725 □mail□ kevin.gray@ormondbeach.org	None	44,626 gallons of diesel
8622685	TRANSF□R STATION & WW PLT 550 N ORCHARD ST ORMOND B□ACH	1 ea 6,000 Gal. Off-Road Diesel □GT, SW. 1 ea. 2000 Gal. Off-Road Diesel, SW 1 ea. 4,000 Gal. Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	7am-3pm, 5 days	Yes	Name□Kevin Gray Phone□386-676-3265 Cell □386-316-7725 □mail□ kevin.gray@ormondbeach.org	None	6,174 gallons of dyed diesel
9801353	WAT□R PLANT 301 J□FF□RSON ST ORMOND B□ACH	1 ea. 6,000 Gal. Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	7am-3pm, 5 days	Yes	Name□Kevin Gray Phone□386-676-3265 Cell □386-316-7725 □mail□ kevin.gray@ormondbeach.org	None	2,000 gallons of dyed diesel

School Board:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, Fl. 32114	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Monday - Friday 0500 - 1700	No	Name□Chris Boyer Phone□386-258-4677 ext. 50542 Cell Phone□386-717-0665 email□ c□boyer@volusia.k12.fl.us	None	236,747 gallons □LSD
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, Fl. 32169	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG □ST. 1 ea. 10,000 Diesel. DW FG □ST	Monday - Friday 0500 - 1700	No	Name□Chris Boyer Phone□386-258-4677 ext. 50542 Cell Phone□386-717-0665 email□ c□boyer@volusia.k12.fl.us	None	108,779 gallons □LSD
9202882	Deltona Transportation 2101 □utace Ave. Deltona, Fl. 32725	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG □ST. 1 ea. 6,000 Diesel. DW FG □ST. 1 ea. 20,000 Gal. Diesel DW Steel AST	Monday - Friday 0500 - 1700	No	Name□Chris Boyer Phone□386-258-4677 ext. 50542 Cell Phone□386-717-0665 email□ c□boyer@volusia.k12.fl.us	None	203,144 gallons □LSD
9047255	Deland Transportation 1301 Shapiro Dr. Deland, Fl. 32724	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG □ST. 1 ea. 10,000 Diesel. DW FG □ST	Monday - Friday 0500 - 1700	No	Name□Chris Boyer Phone□386-258-4677 ext. 50542 Cell Phone□386-717-0665 email□ c□boyer@volusia.k12.fl.us	None	127,174 gallons □LSD
8631509	Pierson Transportation 1 West First Street (Behind Old Pierson □lem) Pierson, Fl. 32180	1 ea. 10,000 Diesel. DW FG □ST	As re□uested	No	Name□Chris Boyer Phone□386-258-4677 ext. 50542 Cell Phone□386-717-0665 email□ c□boyer@volusia.k12.fl.us	None	10,491 gallons □LSD

City of Port Orange:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	New Smyrna Beach Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel □ST. 1 ea. 12,000 Low Sulfur Diesel. DW steel □ST	7am-4pm, Mo-Fr	Yes	Name□Jeff Fontane Phone□386-506-5579 Cell □386-527-6834 □mail□fontane@port-orange.org	None	Gasoline□45,000 gals □LS Diesel□55,000 gals
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, Fl. 32129	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel □ST. 1 ea. 2,000 Gal. Low Sulfur Dyed Diesel for backup generator only.	8am-4pm, 5 days	Yes	Name□Jeff Fontane Phone□386-506-5579 Cell □386-527-6834 □mail□fontane@port-orange.org	None	Gasoline□95,000 gals □LS Dyed Diesel□2,000 gals
9803333	Fire Station 74 6701 Airport Road Port Orange, FL. 32128	1 ea. 3,000 Gal. Low Sulfur Diesel, double walled (DW) steel □ST.	7am-4pm, 5 days	Yes	Name□Jeff Fontane Phone□386-506-5579 Cell □386-527-6834 □mail□fontane@port-orange.org	None	□LS Diesel□5,000 gals
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL. 32129	1 ea. 3,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, Mo-Fr	Yes	Name□Jeff Fontane Phone□386-506-5579 Cell □386-527-6834 □mail□fontane@port-orange.org	None	Backup generator site. □sage will vary because of hurricanes and storms.
9811682	Port Orange Police Dept. 4545 S. Clyde Morris Blvd. Port Orange, FL. 32129	2 ea. 2,500 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, 5 days	Yes	Name□Jeff Fontane Phone□386-506-5579 Cell □386-527-6834 □mail□fontane@port-orange.org	None	Backup generator site. □sage will vary because of hurricanes and storms.
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL. 32129	1 ea. 5,200 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	7am-4pm, 5 days	Yes	Name□Christina Potts Phone□386-506-5773 Cell □N/A □mail□cpotts@port-orange.org	None	Backup generator site. □sage will vary because of hurricanes and storms.
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL. 32127	2 ea. 4,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST for Generators	7am-4pm, 5 days	Yes	Name□Steve Parnell Phone□386-506-5786 Cell □N/A □mail□sparnell@port-orange.org	None	Backup generator site. □sage will vary because of hurricanes and storms.

City of New Smyrna Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622701	NSB Public Works 124 Industrial Park Ave NSB, FL 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	7am - 2pm M-F	Yes	Name□Garrett Mccafferty Phone□386-424-2210 Cell 386-427-7308 email□ gmccafferty@cityofnsb.com	None	90,000 Gallons □nleaded 35,000 Gallons □SLD
9807269	NSB Fire Station 51 151 Williamson Blvd. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	Backup generator site. □sage will vary because of hurricanes and storms.
9811632	NSB Fire Station 52 500 □. Third Ave. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	Backup generator site. □sage will vary because of hurricanes and storms.
9812197	NSB Police Station 246 Industrial Park Ave NSB, FL 32168	1 ea. 6,500 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	Backup generator site. □sage will vary because of hurricanes and storms.

9812196	NSB Fire Station 53 238 Industrial Park Ave NSB, FL 32168	1 ea. 2,000 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	Backup generator site. □sage will vary because of hurricanes and storms.
8734991	NSB Golf Course 1000 Wayne Ave NSB, FL 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	7am - 2pm M-TH	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	4000 Gallons □nleaded 3000 Gallons Dyed Diesles
Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd NSB, FL 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	7am - 2pm M-F	No	Name□Brenda Hendrickson Phone□386-424-2210 Cell 386-427-7308 email□ bhendrickson@cityofnsb.com	None	1500 Gallons □nleaded 1200 Gallons Dyed Diesel

Votran:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8517745	Volusia County Transit 950 Big Tree Road, South Daytona, Fl 32119	2 ea. 15,000 Gal. Vehicular Diesel □ST, DW, Fiberglass. 1 ea. 2,500 Gal. Vehicular Gasoline □ST,DW,Fiberglass	22 Hours, 7 days. (Closed 2am-4am)	No	Name□Rick Kazawitch Phone□386-756-7496 □xt.4121 Cell Phone□386-566-5560 email□ rkazawitch@volusia.org	None	
9806496	924 □. Rhode Island Ave Orange City, Fl 32763	2 ea. 12,000 gallon diesel AST□s 1 ea. 5,000 gallons unleaded AST	24 hours	Yes	Name□Rick Kazawitch Phone□386-756-7496 □xt.4121 Cell Phone□386-566-5560 email□ rkazawitch@volusia.org	None	

City of South Daytona:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622688	City of South Daytona 1770 Segrave St. South Daytona, Fl	1 ea. 10,000 Gal. 3/7 Vehicular Diesel, Gasoline DW AST.	7 am - 3□30pm M-F	Yes	Name□Mark Smith Phone□386 322-3084 Cell phone□386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9500 gallons ulsd 1000 gallons of red dye off road depending on severity of hurricane season

City of DeLand:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622696	City of DeLand, Public Works. 1102 S Garfield Ave, DeLand, FL, 32724	1 ea. 3,000 gallon Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular □nleaded DW AST	2 Hours, 7 days	Yes	Name□Brian Glenn Phone□386-626-7206 Cell phone□386-233-5701 glennb@deland.org	None	32000 □LSD

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Datona Beach International Airport Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114-3815 (Ad□acent to Terminal Building) □scort Re□uired	1 ea. 600 Gal. □mergency Generator Diesel AST, Vaulted Steel.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Slaydon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Ad□acent to International Building) □scort Re□uired	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Slaydon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649806958	DBIA Main Terminal Generator 700 Catalina Avenue □300, Daytona Beach 32114 (At service entrance to terminal) □scort Re□uired	1 ea. 2000 Gal. □mergency Generator Diesel. DW, Steel.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Slaydon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (□ntrance re□uires escort)	1 ea. 1300 □mergency Generator, DW, Steel	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Sladon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649806809	DBIA □lectrical Vault 700 Catalina Ave. □ 300, Daytona Beach 32114 (Ad□acent to Fire Station 17) □scort	1 ea. 1000 Gal. □mergency Generator Diesel AST, Vaulted Steel DW.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Sladon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649809474	DBIA TSA Generator M-20 700 Catalina Ave. □ 300, Daytona Beach 32114 (Ad□acent to Terminal Building) □scort Re□uired	1 ea. 800 Gal. □mergency Generator Diesel AST, DW Steel.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Slaydon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	
649815378	DBIA Fuel Farm 301 Innovation Way.Daytona Beach, 32114 □scort Re□uired	1 ea. 2000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 2000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3□30 pm Monday - Friday	Yes	Name□Jerry Slaydon Phone□386-547-0038 email□ □slaydon@co.volusia.fl.us	Special access requirment but no equipment requirements.	

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

March 14, 2019

ADDENDUM NO. 1
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Attached to this addendum is an invoice in response to question 7.

Questions Received:

Question 1: 1. Can you please specify the estimated annual amount of Diesel fuel broken down Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel?
Response 1: The estimated annual usage of ULS diesel is 596,000 gallons and the No 2 Red-Dyed diesel usage is 217,000 gallons.

Question 2: Will the pre-bid meeting be available via conference call?
Response 2: Unfortunately we are not able to accommodate conference calls. However, it is not mandatory.

Question 3: Can you please clarify that the City of New Smyrna Beach estimated annual usage of unleaded fuel is supposed to read 110,000 gallons?
Response 3: Yes. 110,000 gallons is correct.

Question 4: What is the name of the current Incumbent?
Response 4: Gentry Oil LLC, Glover Oil Company LLC, and Mansfield Oil Company

Question 5: May I have a copy of the current contract?
Response 5: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 6: May I have a bid tabulation of the last award?
Response 6: All associated documents with the previous bid are available at www.volusia.org/purchasing. Search for ITB 14-B-72VO.

Question 7: May I have copies of the most recent Unleaded, Ultra Low Sulfur Diesel Fuel and No. 2 Red-Dyed Diesel invoices?
Response 7: Please see attached invoice.

Question 8: Are there any Diversity goals?
Response 8: All goals associated with this contract are published within the bid document.

Question 9: What are the estimated gallons of fuel purchased annually?
Response 9: The estimates are outlined in section 1.0. This information is provided for informational purposes only and in no way represents a guarantee of future expenditures.

Question 10: Are there fuel tanks at your site? If yes, can you please tell me their sizes and if they are above or below ground?

Response 10: Attachment B to the bid document outlines all of the facilities with fuel tanks. AST indicates above ground and UST indicates underground.

Question 11: Is fuel purchased through another entity such as a state or county? If so, please provide the name.

Response 11: The Consortium includes local and county government entities as listed in section 1.0.

Question 12: Can you please provide the Estimated Annual Usage PER TANK and the Average Load Size PER TANK?

Response 12: This information is unavailable.

Question 13: Can you please provide the specific fuel specifications PER TANK?

Response 13: Please see Attachment B.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

Total Pages: 5

If there are any questions, please contact the staff member responsible for this project, Kathy Williams, Procurement Manager, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.

Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 18-B-46KW

Vendor: _____

Signed by (Name/Position):_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

2
OK DS
OK mp
CC6

***** PLEASE PAY *****
***** FROM THIS *****
***** ORIGINAL *****
***** INVOICE *****

INVOICE # 369430

SHIP TO:
VOLUSIA COUNTY
INDIAN LAKE ROAD
1336 INDIAN LAKE ROAD
DAYTONA BEACH.V, FL 32124-1051

REMIT TO:
MANSFIELD OIL COMPANY
PO BOX 733706
DALLAS, TX 75373-3706
FEIN 58-1091383

ACCOUNT # 13921-04-369430
ORDER # 6625

BILL TO: VOLUSIA COUNTY
1270 INDIAN LAKE ROAD

DAYTONA BEACH, FL 32124

---------- CONTROL # ----------
369430

TERMS:	SHIP VIA:	TERMINAL:	REL #	DEL DATE	INV DATE
Net 30	SUN FUELS INC	ORLANDO, FL	144-095	03/05/2019	03/08/2019

B/L NO	DESCRIPTION		GROSS	NET	PRICE	AMOUNT
4311126	87 UNL W/10%ETH	07:48	6501	6466	1.795000	11,606.47
	VOLUSIA CO GAS TAX				.198000	1,280.27
	FED EXC LUST GOVT TA				.001000	6.47
	FL INSPECTION FEE				.001250	8.08
	FL MTR FUEL TAX				.181000	1,170.35
	FL POLLUTION TAX				.020714	133.94
						==========
DUE DATE 4/04/2019					AMOUNT DUE	$14,205.58

4/17 RH Confirmed 24 Hour Access

PLEASE SEE UPDATED BANK INFORMATION IN THE "REMIT TO" SECTION ABOVE! THANK YOU.

Glover Oil Co. Inc.

P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902

(321) 723-3953

Invoice

Invoice No: 4314445-1
Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br

	Product	SC	Quantity	Price	Disc	Amount
1	ULS – ULTRA LOW SULPHER DIESEL	G	2837.00 Gallon	2.16280		6,135.86
				Products Total		**$6,135.86**
	COUNTY TAX L-S COLLECTED		2837.00	0.14800		419.88
	LUST TAX		2837.00	0.00100		2.84
	POLLUTANT TAX COLLECTED		2837.00	0.02071		58.75
	STATE EXCISE TAX L-S COLLECTED		2837.00	0.18100		513.50
				Taxes and Fees Total		**$994.97**
				Invoice Balance		**$7,130.83**

Invoice

1 Units HM. Fuel Oil No. 2 Combustible Liq. 3. NA1993. PGIII

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800 -342-7121 DAY OR NIGHT*******

Customer Copy

Printed: 3/13/2019 13:47 Created: 3/13/2019 13:46 Modified: 3/13/2019 13:47 Page 1 of 1

Glover Oil Co. Inc.

P.O. Box 790
3109 S. Main St
MELBOURNE, FL 32902

(321) 723-3953

Invoice

Invoice No: 4314445C
Invoice Date: 03/11/19

Branch: 1

Sold To: 77520099
VOLUSIA COUNTY- TOMOKA LANDFIL
ATTN: DIXIE SIMMONS
1270 INDIAN LAKE DRIVE
DAYTONA BEACH, FL 32124

Shipped To: 77520099-1
VOLUSIA COUNTY-TOMOKA LANDFILL
1990 TOMOKA LANDFILL ROAD
DAYTONA BEACH, FL 32128

Salesperson	Delivery Date	Truck	Shipped Via	Purchase Order	Terms	User
None	03/11/19	COTRK	HGLOVER		Net 30	br

	Product	SC	Quantity	Price	Disc	Amount
1	ULSD – ULTRA LOW SULFER DYED DIESEL	G	4477.00 Gallon	2.16660		9,699.87
				Products Total		**$9,699.87**
	LUST TAX		4477.00	0.00100		4.48
	POLLUTANT TAX COLLECTED		4477.00	0.02071		92.72
				Taxes and Fees Total		**$97.20**
				Invoice Balance		**$9,797.07**

Invoice

1 Dyed Diesel Fuel. Nontaxable Use Only.
Penalty for taxable use.

IN ANY EMERGENCY INVOLVING THIS SHIPMENT WHICH ENDANGERS LIFE OR PROPERTY:
**********CALL 1-800 -342-7121 DAY OR NIGHT*******

Customer Copy

Printed: 3/13/2019 13:45 Created: 3/13/2019 13:45 Modified: 3/13/2019 13:45 Page 1 of 1

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 3, 2019

ADDENDUM NO. 2
Bulk Fuel
ITB No. 19-B-70EM

TO: All firms interested in providing the required products

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents and shall take precedence over what was previously stated in the solicitation document.

****NOTICE****

Attachments:

- Current OPIS Report dated 3/28/19

Clarification:

- Section 2.1, Proposed Schedule has April 15, 2019 as the Bid Closing Date. The correct date is April 16, 2019.
- Attachment B (Revision 1) has been posted to the county website. The contact information provided on this attachment is for informational purposes only. Please ensure that all questions are routed to the Procurement Analyst at emolina@volusia.org.

Questions Received:

Question 1: Could you please clarify how you want pricing presented for the subject bid? Will the OPIS differential be based as an adder to the Orlando OPIS or do we choose which OPIS we will use based on where the product will come from?

Response 1: Pricing will be based on the Orlando OPIS in accordance with section 1.2

Question 2: The pricing sheet only provides for transport pricing….I see numerous tanks in the list that would be considered tank wagon deliveries or less than transport load deliveries…..are you going to add tank wagon pricing for this bid?

Response 2: The portion of Attachment "A" where it lists less than 8,000 for unleaded and less than 7500 for diesel is intended to be what the Contractor should fill out for tankwagon. These amounts are considered less than full transport loads therefore should be used for tankwagon pricing.

Question 3: When is the anticipated award date?

Response 3: The anticipated award date is May 7.

Question 4: Will the award be decided at a board meeting?

Response 4: The award will be made during a Volusia County Council meeting.

Question 5: Can you confirm the contract period?

Response 5: Per section 2.10, the contract period is for an initial three (3) year term with the option of two (2) subsequent one (1) year renewals.

Question 6: Are renewals on a member by member basis or as the consortium as a whole?

Response 6: Renewals will be handled by the County of Volusia. Consortium members are free to pursue their own fuel bid at anytime, however they have not done so over the past five (5) years.

Question 7: Do any of the locations have special requirements for delivery vehicles, for example are there sites that do not have enough room to fit a full sized 18 wheeled semi-truck? Are there sites that will require trucks to bring extra lengths of hose to reach the tanks, or will site require any special fittings for delivery?

Response 7: Please see Attachment B (Revision 1)- Special Requirements have been added.

Question 8: Can you please provide the estimated annual usage of ULS Diesel and Red-Dyed Diesel broken down by location and by product?

Response 8: Please see attached Amended Attachment B (Revision 1). This information is provided as an estimate only and in no way represents a guarantee of future expenditures.

Question 9: Will the bid opening be open to the public and what information will be read aloud?

Response 9: The bid opening is open to the public. The name of each bidder will be read aloud. The complete tabulation will be available in 30 days or when there is a recommendation of award, whichever comes first.

Question 10: How often are split loads utilized in transport deliveries?

Response 10: **Volusia County**- 3-4 times a month
Volusia County School Board- Less than a dozen a year....VCSB often split a load between Deland and Pierson
City of Ormond Beach- Approximately twice a year
City of DeLand- Orders one truck of diesel and splits that between two separate locations. This occurs approximately once a quarter.
VOTRAN- Very seldom, and only in emergency situations.
City of New Smyrna Beach- Typically deliver is made to all fire stations in one day from the same truck.
City of Daytona Beach- 2-3 times a year; unleaded gas and premium. Twice in 2018.
Flagler County- Never.
City of Port Orange- Last year the City of Port Orange only had 3 split loads and that was for hurricane prep.

Question 11: May we please have a copy of the previous bid tabulations?

Response 11: All information for the previous solicitation can be found at www.volusia.org/bidlist . Search for 14-B-72VO.

Question 12: May we please have copies of invoices and BOLs?

Response 12: Refer to Addendum 1.

Question 13: Is this bid all or nothing or can vendors "no bid" some items?

Response 13: It is NOT all or nothing. The county reserves the right to award to multiple vendors as determined to be in the best interest of the Consortium.

Question 14: Will the award be split by fuel type?

Response 14: The award will be made in the best interest of the Consortium and will not be based solely on fuel type.

Question 15: Will the award be split by delivery size?

Response 15: The award will be made in the best interest of the Consortium and will not be based solely on delivery size.

Question 16: Can or will deliveries be split between locations?

Response 16: In some instances yes. Vendors may submit a charge on Attachment A, Price Sheet to account for the extra freight cost for split deliveries.

Question 17: Can or will deliveries be split between products to a single location?

Response 17: Yes. Two types of fuel may be ordered regularly for a single location delivery.

Question 18: How many consecutive years has the current vendor been awarded?

Response 18: The current Contractors have been under contract for five (5) consecutive years.

Question 19: Can we please have a list of bidders invited to submit a proposal?

Response 19: Bidding is open to any qualifying firm who wishes to respond to this Invitation to Bid.

Question 20: Could you provide a copy of the OPIS report that you want to use for the pricing?

Response 20: Please see attached.

Question 21: We, as well as every other OPIS subscriber in the petroleum industry, have been notified by OPIS that due to copyright considerations, a vendor is forbidden from providing on-going copies of OPIS data. You will need to obtain your own subscription.

Response 21: The requirement for copies of OPIS data has been removed from the scope of work.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2 **Total Pages: 6**

If there are any questions, please contact the staff member responsible for this project, Eddie Molina, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: emolina@volusia.org.

Kathy Williams, CPPO, CPPB, MBA
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 19-B-70EM

Vendor: _____

Signed by (Name/Position):_____

Phone No.: _____ Date: _____

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

OPIS Report

Account #147241

To align the following data, change the font size to 9 in Courier New.

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS CLEAR PRICES 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
FlntHlsRs	u N-10	-- --	-- --	-- --	-- --	226.00	- 5.00	03/27	18:00
Huguenot	u N-10	-- --	-- --	-- --	-- --	227.22	- 3.77	03/27	18:00
Marathon	b 1-10	-- --	-- --	-- --	-- --	236.26	- 4.65	03/27	18:00
Marathon	u N-10	-- --	-- --	-- --	-- --	232.90	- 4.60	03/27	18:00
Shell-Mot	b 125-3	-- --	-- --	237.72	- 4.25	-- --	-- --	03/27	18:00
LOW RACK		-- --		237.72		226.00			
HIGH RACK		-- --		237.72		236.26			
RACK AVG		-- --		237.72		230.60			
OPIS GULF COAST SPOT MEAN - 03/27									
FOB COLONIAL		187.455		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		-- --		199.24		210.64			
BRD LOW RACK		-- --		237.72		236.26			
BRD HIGH RACK		-- --		237.72		236.26			
BRD RACK AVG		-- --		237.72		236.26			
UBD LOW RACK		-- --		-- --		226.00			
UBD HIGH RACK		-- --		-- --		232.90			
UBD RACK AVG		-- --		-- --		228.71			
CONT AVG-03/27		-- --		241.97		235.10			
CONT LOW-03/27		-- --		241.97		230.99			
CONT HIGH-03/27		-- --		241.97		240.91			

ORLANDO, FL 2019-03-28 06:45:40 EDT

OPIS GROSS CBOB ETHANOL(10%) PRICES 9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Huguenot	u N-10	175.39o	- 1.01	188.39o	+ 1.35	212.75o	+ 2.25	03/27	18:00
Vitol	u N-10	193.00	- 4.50	211.00	- 4.50	231.00	- 4.50	03/27	18:00
FlntHlsRs	u N-10	193.75	- 4.75	206.75	- 4.75	218.75	- 4.75	03/27	18:00
Motiva	u N-10	193.85	- 5.00	211.85	- 5.00	238.85	- 5.00	03/27	18:00
Marathon	u N-10	194.25	- 4.60	208.25	- 4.60	236.25	- 4.60	03/27	18:00
Valero	u N-10	194.30	- 3.95	212.30	- 3.95	241.30	- 1.95	03/27	18:00
TransMont	u N-10	196.17	- 4.27	-- --	-- --	247.04	- 3.82	03/27	18:00
Citgo	u 1-10	197.15	- 4.24	214.32	- 4.25	242.61	- 4.24	03/27	18:00
Citgo	b 1-10	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Mystik	b 1-12	198.56	- 4.02	213.76	- 4.02	247.04	- 4.02	03/27	18:00
Valero	b 1-10	198.70	- 3.70	214.70	- 3.70	248.20	- 3.70	03/27	18:00
Sunoco	b 125-3	198.82	- 3.97	214.32	- 3.97	248.70	- 3.98	03/27	18:00
XOM	b 125-3	198.88	- 4.66	215.59	- 4.66	249.01	- 4.66	03/27	19:00
Marathon	b 1-10	199.04	- 3.79	215.54	- 3.78	248.54	- 3.78	03/27	18:00
BP	b 125-3	199.20	- 3.89	216.40	- 3.89	250.30	- 3.89	03/27	18:00
76-Mot	b 125-3	199.29	- 3.65	216.51	- 3.64	246.89	- 3.64	03/27	18:00
Shell-Mot	b 125-3	199.70	- 3.79	216.91	- 3.80	251.34	- 3.80	03/27	18:00
Chevron	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
Texaco	b 1t45c	200.00	- 3.50	215.90	- 3.50	250.50	- 3.50	03/27	18:00
LOW RACK		193.00		206.75		218.75			
HIGH RACK		200.00		216.91		251.34			
RACK AVG		197.40		213.75		244.10			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		185.70		-- --		202.36			
BRD LOW RACK		198.56		213.76		246.89			
BRD HIGH RACK		200.00		216.91		251.34			
BRD RACK AVG		199.16		215.39		248.91			
UBD LOW RACK		193.00		206.75		218.75			
UBD HIGH RACK		197.15		214.32		247.04			
UBD RACK AVG		194.64		210.75		236.54			
CONT AVG-03/27		201.50		217.84		248.07			
CONT LOW-03/27		197.50		211.50		223.50			
CONT HIGH-03/27		203.54		220.71		255.14			

o=out of product

ORLANDO, FL

LOW RETAIL	249.23
AVG RETAIL	272.74
LOW RETAIL EX-TAX	195.67
AVG RETAIL EX-TAX	219.14

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OPIS GROSS PURE ETHANOL PRICES

	Terms	w/out RINS	Move	with RINS	Move	Date	Time
Vitol	u N-10	166.00	- 3.00	-- --	-- --	03/27	18:00
LOW RACK		166.00		-- --			

```
HIGH RACK          166.00          -- --
RACK AVG           166.00          -- --
UBD LOW RACK       166.00          -- --
UBD HIGH RACK      166.00          -- --
UBD RACK AVG       166.00          -- --
CONT AVG-03/27     169.00          -- --
CONT LOW-03/27     169.00          -- --
CONT HIGH-03/27    169.00          -- --

TOTAL ETHANOL AVG  166.00
```

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OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Vitol	u N-10	205.75	- 2.25	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.05	- .30	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	206.80	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.15	- 2.30	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	207.94	- .05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.15	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	b 125-3	208.99	- .30	-- --	-- --	-- --	-- --	03/27	18:00
76-Mot	b 125-3	209.38	- .36	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	209.76	- 2.00	-- --	-- --	-- --	-- --	03/27	19:00
Citgo	b 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	209.81	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	- .36	-- --	-- --	-- --	-- --	03/27	18:00
Coastal	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	210.99	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Valero	b 1-10	211.10	- 1.05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.11	- .71	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	211.75	- 1.13	-- --	-- --	-- --	-- --	03/27	18:00
Chevron	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	03/27	18:00
Texaco	b 1t45c	212.00	- 1.20	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		205.75		-- --		-- --			
HIGH RACK		212.00		-- --		-- --			
RACK AVG		209.48		-- --		-- --			
OPIS GULF COAST SPOT MEAN - 03/27									
FOB COLONIAL		193.640		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		197.27		-- --		-- --			
BRD LOW RACK		208.99		-- --		-- --			
BRD HIGH RACK		212.00		-- --		-- --			
BRD RACK AVG		210.61		-- --		-- --			
UBD LOW RACK		205.75		-- --		-- --			
UBD HIGH RACK		209.81		-- --		-- --			
UBD RACK AVG		207.38		-- --		-- --			
CONT AVG-03/27		210.60		-- --		-- --			
CONT LOW-03/27		206.35		-- --		-- --			
CONT HIGH-03/27		213.20		-- --		-- --			

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OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Move Date	Time
Vitol	u N-10	206.10	- 2.25	-- --	-- --	-- --	-- --	03/27	18:00
Motiva	u N-10	206.55	- .30	-- --	-- --	-- --	-- --	03/27	18:00
FlntHlsRs	u N-10	207.55	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Valero	u N-10	207.65	- 2.30	-- --	-- --	-- --	-- --	03/27	18:00
Huguenot	u N-10	208.44	- .05	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	u N-10	208.65	- .70	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	b 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Citgo	u 1-10	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
Mystik	b 1-12	210.21	- 1.75	-- --	-- --	-- --	-- --	03/27	18:00
XOM	b 125-3	211.19	- 1.34	-- --	-- --	-- --	-- --	03/27	19:00
Coastal	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Sunoco	b 125-3	211.49	- 1.27	-- --	-- --	-- --	-- --	03/27	18:00
Marathon	b 1-10	211.62	- .70	-- --	-- --	-- --	-- --	03/27	18:00
BP	b 125-3	212.25	- 1.13	-- --	-- --	-- --	-- --	03/27	18:00
LOW RACK		206.10		-- --		-- --			
HIGH RACK		212.25		-- --		-- --			
RACK AVG		209.54		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB ORLANDO		197.62		-- --		-- --			
BRD LOW RACK		210.21		-- --		-- --			
BRD HIGH RACK		212.25		-- --		-- --			
BRD RACK AVG		211.21		-- --		-- --			
UBD LOW RACK		206.10		-- --		-- --			
UBD HIGH RACK		210.21		-- --		-- --			
UBD RACK AVG		207.88		-- --		-- --			
CONT AVG-03/27		210.78		-- --		-- --			
CONT LOW-03/27		206.85		-- --		-- --			
CONT HIGH-03/27		213.38		-- --		-- --			

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OPIS GROSS SPECIALTY DISTILLATE PRICES

	Terms	JET	Move	MARINE	Move	Move Date	Time

PSX	b N-10	230.16	+ 1.31	-- --	-- --	03/26 00:01
LOW RACK		230.16		-- --		
HIGH RACK		230.16		-- --		
RACK AVG		230.16		-- --		
BRD LOW RACK		230.16		-- --		
BRD HIGH RACK		230.16		-- --		
BRD RACK AVG		230.16		-- --		
CONT AVG-03/27		230.16		-- --		
CONT LOW-03/27		230.16		-- --		
CONT HIGH-03/27		230.16		-- --		

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OPIS GROSS WHOLESALE B0-5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	Move Date	Time
Motiva	u N-10	206.05	206.55	03/27	18:00
Marathon	u N-10	208.15	208.65	03/27	18:00
76-Mot	b 125-3	209.38	-- --	03/27	18:00
Motiva	b 125-3	209.38	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	-- --	03/27	18:00
Marathon	b 1-10	211.11	211.62	03/27	18:00
Chevron	b 1t45c	212.00	-- --	03/27	18:00
Texaco	b 1t45c	212.00	-- --	03/27	18:00
XOM	b 125-3	212.20	211.19	03/27	19:00
LOW RACK		206.05	206.55		
HIGH RACK		212.20	211.62		
RACK AVG		210.06	209.50		
BRD LOW RACK		209.38	211.19		
BRD HIGH RACK		212.20	211.62		
BRD RACK AVG		210.90	211.41		
UBD LOW RACK		206.05	206.55		
UBD HIGH RACK		208.15	208.65		
UBD RACK AVG		207.10	207.60		
CONT AVG-03/27		210.78	210.26		
CONT LOW-03/27		206.35	206.85		
CONT HIGH-03/27		213.54	212.53		

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OPIS GROSS WHOLESALE B5 SME BIODIESEL PRICES

	Terms	ULS No.2	ULS2 RD	Move Date	Time
Vitol	u N-10	205.40	-- --	03/27	18:00
Motiva	u N-10	206.05	206.55	03/27	18:00
76-Mot	b 125-3	209.38	-- --	03/27	18:00
Motiva	b 125-3	209.38	-- --	03/27	18:00
Shell-Mot	b 125-3	210.24	-- --	03/27	18:00
LOW RACK		205.40	206.55		
HIGH RACK		210.24	206.55		
RACK AVG		208.09	206.55		
BRD LOW RACK		209.38	-- --		
BRD HIGH RACK		210.24	-- --		
BRD RACK AVG		209.67	-- --		
UBD LOW RACK		205.40	206.55		
UBD HIGH RACK		206.05	206.55		
UBD RACK AVG		205.73	206.55		
CONT AVG-03/27		208.82	206.85		
CONT LOW-03/27		206.35	206.85		
CONT HIGH-03/27		210.60	206.85		

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OPIS GROSS WHOLESALE B10 SME BIODIESEL PRICES

	Terms	ULS No.2	Move Date	Time
Vitol	u N-10	205.05	03/27	18:00
LOW RACK		205.05		
HIGH RACK		205.05		
RACK AVG		205.05		
UBD LOW RACK		205.05		
UBD HIGH RACK		205.05		
UBD RACK AVG		205.05		
CONT AVG-03/27		207.30		
CONT LOW-03/27		207.30		
CONT HIGH-03/27		207.30		

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OPIS GROSS WHOLESALE B20 SME BIODIESEL PRICES

	Terms	ULS No.2	Move Date	Time
Vitol	u N-10	204.35	03/27	18:00
LOW RACK		204.35		
HIGH RACK		204.35		
RACK AVG		204.35		
UBD LOW RACK		204.35		
UBD HIGH RACK		204.35		
UBD RACK AVG		204.35		
CONT AVG-03/27		206.60		
CONT LOW-03/27		206.60		
CONT HIGH-03/27		206.60		

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1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies re□uired and is not intended to be comprehensive as to the re□uirements of each specific policy. Contractors shall review the additional re□uirements in this □xhibit II and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☒ Waiver of Subrogation	EACH OCCURRENCE	$ 1,000,000
	GENERAL AGGREGATE	$ 2,000,000
	Premises-Operations	$ 1,000,000
	Products & Completed Ops	$ 1,000,000
	Personal & Adv Inj.	$ 1,000,000
	Fire Damage	$
		$
AUTO LIABILITY ☒ Any Auto ☒ CA 99 48 Broadened Pollution Liability Endorsement ☒ Pollution liability coverage including unloading of fuel. Transportation Pollution Liability endorsement or policy. ☒ Contractor, its subcontractors & independent contractors shall name as Additional Insureds: County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County ☒ Waiver of Subrogation in favor of County, Volusia County School Board, VOTRAN, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, Flagler County	Combined Single Limit	$ 1,000,000
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per Accident)	$
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: Eddie Molina	Risk Management Division	

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in *Figure 1* or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers Compensation. Workers Compensation insurance is re uired for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers Compensation Law (Chapter 440, Florida Statutes, Workers Compensation Insurance) and include mployers Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a leased employee or an employee obtained through a professional employer organization (P O), Contractor is re uired to have such employees covered by worker s compensation insurance in accordance with Florida Worker s Compensation law and the insurance carrier of the P O execute a waiver of subrogation in favor of the County, its employees and insurers.

i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers Compensation coverage or provide proof of their own Workers Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for mployer s liability coverage. Further, if the Contractor s Subcontractors fail to obtain Workers Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney s fees and costs arising under said employee(s) Workers Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall ac uire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor s operations, independent Contractors, Subcontractors and broad form property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily in ury, property damage, or personal or advertising in ury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor s Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is re uired to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily In ury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor s Care, Custody or Control or Property of County on which contracted operations are being performed, xplosion, Collapse or nderground hazards

(XC Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO ndorsements CG 20 38 and CG 20 37 or their e uivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to re uire Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO ndorsement CG 20 38. Contractor shall re uire its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to re uire Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO ndorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party re uired by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily in ury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when re uired in *Figure 1.*

K. Transportation Pollution Liability**.** Contractor shall purchase coverage for liability caused by pollution conditions arising out of the operations of Contractor and its subcontractors. The County shall be named as additional insured. Coverage shall apply to bodily in ury, sickness, disease, mental anguish or shock, including death and medical monitoring property damage, including loss of use of damaged property or of property that has not been physically in ured cleanup costs including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy shall provide coverage for loading, transporting, and unloading from the pro ect site to the final disposal location. Policy shall include Non-owned Disposal Site coverage by endorsement. All activities contemplated in the Agreement shall be specifically scheduled on the policy as covered operations. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, li uids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and be endorsed to be primary and non-contributory with any other coverage or self-insurance maintained by the County. Should Contractor s policy or endorsement providing transportation pollution liability be modified to exclude or reduce the coverage re uired herein, Contractor shall promptly notify County and provide such coverage under another policy or form with the County included as an additional insured.

L. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements

i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractors insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers Compensation, and general liability).

iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractors business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractors benefit under the Agreement.

v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.3 of ITB 19-B-70M, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the programs design, funding method, and the programs supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will

review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. <u>Proof of Insurance</u>

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

4. The provisions of this Exhibit II, shall survive the cancellation or termination of the Agreement.

□xhibit I
County of Volusia
General Conditions and Instructions

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile or electronic submissions are NOT acceptable. No offer may be modified after acceptance.

2. **BIDDER'S RESPONSIBILITY:** The Bidder, by submitting a Bid, represents that□

A. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith□

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County□

C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and re□uirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and re□uirements of the Agreement, nor will a plea of ignorance of such conditions and re□uirements be accepted as a basis for any claim by the Bidder for additional compensation or relief□ and,

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County□s annual audit.

3. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces re□uesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. □se of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

4. **OPENING:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals (□responses□) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County□s making responses available for inspection, the County re□ects all responses and concurrently provides notice of the County□s intent to reissue the solicitation, then the County may avail itself of the exemption for re□ected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County□s ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County□s ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

5. **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is re□uired to provide Contractor with this statement and establish the following re□uirements as contractual obligations pursuant to the Agreement□

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records sub□ect to the public records disclosure re□uirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is re□uired to□

A. Keep and maintain public records re□uired by the County to perform the services and work provided pursuant to this Contract.

B. □pon re□uest from the County's custodian of public records, provide the County with a copy of the re□uested 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. □nsure that public records that are exempt or confidential and exempt from public records disclosure re□uirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. □pon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records re□uired by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure re□uirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable re□uirements for retaining public records. All records stored electronically must be provided to the County, upon re□uest from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Re□uests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such re□uest, Contractor shall instruct the re□uestor to contact the County. If the County does not possess the records re□uested, the County shall immediately notify the Contractor of such re□uest, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be sub□ect to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure re□uirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure re□uirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising

therefrom. Contractor authorizes County to seek declaratory, in□unctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the re□uirements of this section.

6. CLARIFICATION/CORRECTION OF ENTRY/MINOR IRREGULARITIES: The County of Volusia reserves the right to allow for the clarification of □uestionable entries and the correction of OBVIO□S MISTAK□S. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County□s best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not en□oyed by other Bidders.

7. QUESTIONS, EXCEPTIONS, AND ADDENDA: It is incumbent upon each Bidder to carefully examine this solicitation□s specifications, scope of work/service, terms, and conditions. □uestions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in the ITB who shall be the official point of contact for this Bid.

□uestions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further □uestions or exceptions will be accepted or reviewed by the County and Bidders□right to submit □uestions or exceptions will terminate and any □uestions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County□s web site. It is each Bidder□s responsibility to check the Volusia County web site for any addenda at www.volusia.org. □ach Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder□s proposal to be rendered non-responsive. □ach addendum issued by the County shall become a material part of this solicitation.

8. INCURRED EXPENSES: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

9. DISADVANTAGED BUSINESSES: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business □nterprises (DB□) in the provision of goods and services. The County encourages □oint ventures between ma□ority-owned firms and □ualified disadvantaged / minority / women-owned firms.

10. LOCAL PREFERENCE: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

□ffective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County (□Local□), shall be granted a preference of three percent (3□) of the total Bid price or □uote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or □uote of the work to be performed by all subcontractors, that □ualify as a local business, constitutes fifty-one percent (51□) or greater of the total work to be performed through subcontracting, a two percent (2□) Bid preference will apply. In the event that a prime contractor □ualifies for a preference and subcontractor □ualifies for a preference, the preference shall not exceed a total of five percent (5□). Preference shall not be given to Bids where the difference of the total Bid price or □uote exceeds twenty-five thousand dollars (□25,000.00) from the nearest competing Bid price or □uote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This Section 10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases sub□ect to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be re□uired to post any □ob openings for this pro□ect with the Center for Business □xcellence (CB□). Noncompliance with the re□uirements of this Section 10 will be deemed as a material breach and may be sub□ect to Agreement termination or dis□ualification from bidding on future pro□ects.

11. PRICING: □nless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award□all pricing of goods shall include FOB D□STINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery□all prices of services shall include all expenses necessary to provide the service at the location specified.

12. UNUSUAL COSTS: The Contractor may petition the County at any time for an additional rate ad□ustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year□failure to make such petition may be grounds for Agreement termination.

The Contractor□s re□uest shall contain substantial proof and □ustification to support the need for the rate ad□ustment. The County may re□uest from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the re□uest, in whole or in part, within sixty (60) days of receipt of the re□uest and all other additional information re□uired by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

13. ADDITIONAL TERMS & CONDITIONS: The County of Volusia reserves the right to re□ect offers containing terms or conditions contradictory to those re□uested in the ITB specifications.

14. TAXES: County is exempt from Manufacturers□ Federal □xcise Tax (□xemption□ 49-6000-885) and Florida sales tax (□xemption□ 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, □Doing Business with Volusia County□ and □Consumer Certificate of Tax □xemption□from the available menu screens to see a copy of the certificates.

15. PAYMENT TERMS: □nless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

16. DISCOUNTS: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

17. MEETS/MINIMUM SPECIFICATIONS: The specifications listed in the scope of service are the minimum re□uired performance specifications for this ITB□they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives □uality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum re□uirements specified.

18. BRAND NAME OR EQUAL: If items re□uested by this ITB have been identified in the specifications by a Brand Name □OR □□□AL□description, such identification is intended to be descriptive and not restrictive and is to indicate the □uality and characteristics of products that will be acceptable. Offers proposing □e□ual□products will

be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic re□uirements listed in the specifications.

□nless the Bidder clearly indicates in his/her offer that he/she is proposing an "e□ual" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "e□ual" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to e□uality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics re□uired by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

19. SAMPLES: When re□uired, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written re□uest.

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

21. CHANGE IN SCOPE OF WORK/SERVICE:

A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the pro□ect or of the Contractor's services has been changed, re□uiring changes to the amount of compensation to the Contractor or other ad□ustments to the Agreement, unless such changes or ad□ustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise re□uire more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon e□uitable ad□ustment for any changes in services or other obligations re□uired of the Contractor due to such modifications. The Contractor must assert its right to an ad□ustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which re□uirements were not known when the ITB was released.

22. GOVERNING LAWS/VENUE: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by □ury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

23. ASSIGNMENT: Contractor may not assign or otherwise convey Contractor□s rights and/or obligations under this Agreement without obtaining County□s prior written consent, which consent County may withhold, limit and/or condition in County□s sole discretion, including, but not limited to, re□uiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment□s proposed effective date, provide County with a written re□uest for County□s consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (□S □500.00)□however, payment of such fee shall not entitle the Contractor to the County□s acceptance or approval of its re□uest for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

24. CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and re□uirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or re□uirements specific to the item or service re□uested herein shall supersede the re□uirements of these □G□N□RAL CONDITIONS AND INSTR□CTIONS.□

25. DISCLOSURE OF BID CONTENT: All material submitted becomes the property of the County and may be returned only at the County□s option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or re□ection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

26. LIMITATION OF LIABILITY/INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney□s fees, arising out of, resulting from, or incident to Contractor□s performance of its obligations in whole or part of this Agreement, unless such in□ury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

27. INFRINGEMENT CLAIM: For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor□s licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party□s valid state patent, copyright, trademark, or any trade secret protected under □nited States law. In the event of an infringement claim, Contractor shall have the option□(i) to procure for County the right to continue using any product or service found to be infringing□(ii) to replace any such infringing product or service with a non-infringing product or service□or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section 27, if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County□s modification of the system without the authorization of Contractor.

28. SOVEREIGN IMMUNITY: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages,

regardless of the number or nature of claims in tort, e□uity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

29. PATENTS, COPYRIGHT, AND ROYALTIES: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the □uoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

30. USE OF COUNTY LOGO: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County□s Intellectual Property on Bidder□s submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

31. TRAINING: □nless otherwise specified suppliers/providers may be re□uired at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

32. ACCEPTANCE: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be re□ected and returned at Bidder□s expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

33. SAFETY WARRANTY: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

34. SAFETY: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney□s fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier□s failure to comply with the regulations.

35. WARRANTY: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable □uantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

36. AWARD: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to re□ect any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from re□ecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on

experience and □ualifications or to award only a portion of the items and/or services specified, if deemed to be in the County□s best interest or award only a portion of the solicitation.

37. OTHER AGENCIES: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency□nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

38. FOB DESTINATION: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

39. SPECIAL CONDITIONS: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor□s work activities.

40. LICENSES, CERTIFICATES, AND PERMITS

A. The County reserves the right to re□uire proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to□ Business Tax Receipts, business licenses, Florida sales tax registration, Federal □mployers Identification Number, Registration with the Florida Department of State, Division of Corporations□Sunbiz at www.sunbiz.org, AND□

B. The Bidder shall be re□uired, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is re□uired, the Bidder shall be licensed to perform the re□uired work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

41. RECORDS & RIGHT TO AUDIT: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as re□uired by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, re□uire its Subcontractors to agree to the re□uirements and obligations of this Section 40 Audits will be sub□ect to applicable privacy and confidentiality laws and regulations and Contractor□s privacy and confidentiality policies and procedures.

42. CLAIM NOTICE: The Contractor shall immediately report in writing to the County□s designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a r□sum□ of claims experience relating to all Contractor operations at the County pro□ect site. The designated representative for the County shall be□

Name□ County of Volusia, Florida
Personnel/Risk Management Division

Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

43. WAIVER OF CLAIMS: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

44. COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

45. SCRUTINIZED COMPANIES-FL STATUTE SECTION 287.135 AND 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 15.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

46. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the

obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an ad□ustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall re□uire any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be re□uired in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate ad□ustment for any changes in services or other obligations re□uired of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

47. RIGHT TO REQUIRE PERFORMANCE:

A. The failure of the County or Contractor at any time to re□uire performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

48. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Ma□eure □vent beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a □Force Ma□eure □vent□). Accordingly, the parties further agree that□

A. □pon the occurrence of Force Ma□eure □vent, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Ma□eure □vent for as long as (a) the Force Ma□eure □vent continues□and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. □pon the occurrence of a Force Ma□eure □vent, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party□s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Ma□eure □vent, or as soon as possible after such failure or delay if the Force Ma□eure □vent precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Ma□eure □vent, the time for performance by the parties under the applicable statement of work shall be extended for a period of time e□ual to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

49. CONTRACTOR'S PERSONNEL: During the performance of the Agreement, the Contractor agrees to the following□

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational □ualification reasonably necessary for the normal operations of the Contractor. The

Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an □□ual Opportunity □mployer□

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local re□uirements related to their employment and position□

C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended□

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the re□uirements of this Section 49□

□. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor□

F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended□

G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County□and

H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 10 **Local Preference,** shall register all open positions related to this Agreement with the Center for Business □xcellence (CB□), and submit appropriate affidavit (see Special Conditions Section 11.0 and 12.0) showing compliance.

50. COUNTY/CONTRACTOR RELATIONSHIP:

A. Any awarded Contractor shall provide the services re□uired herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes re□uired by law□ shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees□or Subcontractor□s wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers□and unemployment compensation.

B. The Contractor shall hire, compensate, supervise, and terminate members of its work force□shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Contractor shall not be provided special space, facilities, or e□uipment by the County to perform any of the duties re□uired by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

51. DISQUALIFICATION OF BIDDERS: One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be re□ected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be re□ected and no participants in such collusion will be considered in future proposals for the same work.

52. DEBARMENT: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment re□uires that this sanction be imposed only when it is in the public interest for the county□s protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county□s authority to re□ect or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County□s policies and procedures in regards to D□BARM□NT may be found at https□//www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

53. For purposes of this ITB and evaluation of responses hereto the following shall apply□ unit prices shall prevail over extended prices□written matter shall prevail over typed matter□numbers spelled in word form shall prevail over Arabic numerals (□one□over □1□). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word □shall□is always mandatory and not merely directory.

54. DISPUTE RESOLUTION

Good Faith □fforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 53, Dispute Resolution. The Contractor and County Pro□ect Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Pro□ect Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party□s Pro□ect Manager or designated representative, as the case may be, of the other party in writing (□Dispute Notice□) in order to resolve such dispute.

Discovery and Negotiation / Recommended Procedures. □pon issuance of a Dispute Notice, the Pro□ect Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Pro□ect Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Pro□ect Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Pro□ect Managers as being necessary given the scope and complexity of the dispute, the Pro□ect Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below□

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section 53, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN □□□AL OPPORT□NITY □MPLOY□R

CONTACT P□RSON□
□ddie Molina 386-822-5772
□mail□ ..... emolina@volusia.org

D□LAND□ 386-736-5935
DAYTONA B□ACH□ 386-257-6000
N□W SMYRNA B□ACH□ ... 386-423-3300

Volusia County
FLORIDA

INVITATION TO BID

www.volusia.org/purchasing

TITL□□	N□MB□R□	S□BMITTAL D□ADLIN□□
Bulk Fuel	**19-B-70EM**	**Tuesday, April 16, 2019, at 3:00 p.m., EST**

DO *NOT* R□SPOND TO THIS SOLICITATION ON LIN□ □S□□ S□CTION 2.4, *DELIVERY OF BIDS*

PR□ BID DAT□, TIM□ AND LOCATION□

A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10□00 a.m., □ST, Wednesday, March 20, 2019

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM□S NAM□□

MAILING ADDR□SS□

CITY □STAT□ □ZIP□

□-MAIL ADDR□SS□

The Contractor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

✕□□□

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Bulk Fuel** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

The following entities, who from this point forward shall be known as the Consortium, are seeking □ualified fuel Contractors to supply bulk fuel.

- □ County of Volusia
- □ Volusia County School Board
- □ VOTRAN (Volusia County□s mass transit system)
- □ The City Of Daytona Beach
- □ The City Of Port Orange
- □ The City Of South Daytona
- □ The City Of New Smyrna Beach
- □ The City of Ormond Beach
- □ The City of DeLand
- □ Flagler County

Contractor shall supply bulk fueling to all Consortium members upon re□uest. The Contractor shall email the Oil Price Information Service (OPIS) pricing to the Volusia County Pro□ect Manager each day by 8□00 a.m. The Pad 1 report for Orlando, Florida Terminal 6□45 a.m. report shall be used. The Contractor shall email the same report to the pro□ect manager for each Consortium member, if re□uested.

The following □uantities are being provided as estimates only and in no way represent a guarantee of future expenditures. The Consortium will not be obligated to purchase any minimum or maximum amount of fuel during the term of the Agreement resulting from this ITB. The Consortium reserves the right to add or remove members at any time.

Estimated Annual Usage in Gallons					
	Volusia County	Volusia County School Board	VOTRAN	City of Daytona Beach	City of South Daytona
Diesel	769,000	687,000	872,000	66,000	10,000
□nleaded	1,080,000	56,000	308,000	421,000	43,000
	City of Ormond Beach	City of New Smyrna Beach	City of Port Orange	City of DeLand	Flagler County
Diesel	48,000	14,000	65,000	32,000	175,000
□nleaded	109,000	110,00	140,000	150,000	375,000

1.1 Fuel Requirements

A. □ltra Low Sulfur Diesel Fuel with sulfur content between 0 ppm - 15 ppm.

B. □thanol (10□)

C. No. 2 Red-Dyed fuel for off-road use with sulfur content between 0ppm □ 15ppm.

1.2 Pricing

A. All prices shall be based on OPIS pricing and invoiced as net gallons. The Consortium is seeking an OPIS Daily low and OPIS Daily average price plus markup, not inclusive of taxes, but including delivery to all locations, overhead, profit, and any other costs incurred by the Contractor. All pricing submitted on Attachment A shall be verified next to 6 months of OPIS data to confirm the best interest for the Consortium. The months used for verification will be February 2018, May 2018, June 2018, July 2018, December 2018 and January 2019. All data collected for evaluation originated from OPIS Pad 1 report for Orlando, Florida terminal. The Consortium will choose which submitted pricing mark up, OPIS Daily Low or Daily Average, to accept.

B. Daily pricing shall be based on the 6 45 a.m. OPIS Report. This pricing shall be in effect until the prices change at 6 p.m. the same calendar day. Any deliveries loaded 6 p.m. or after shall be priced based on the 6 45 a.m. OPIS report for the following day. **OPIS** documentation may be re uested and re uired in settling of any pricing errors through the term of the bid. Contractor shall bid full loads (8,000 or 7,500 for diesel only deliveries) and short drops (less than 8,000 or 7500 for diesel only deliveries).

C. Contractors shall provide invoices and bill of ladings for all fuel drops electronically no later than six (6) business days following the date of the delivery. Invoices shall be sent to each Consortium member who are responsible for paying their own invoices.

D. Contractors shall complete Attachment A and submit with bid. Attachment A shall include the following information

1. ***Pricing-*** Bidders shall submit pricing as a markup over OPIS Daily low and OPIS Daily average as detailed in Section 1.6.

2. ***Terminal-*** Bidder shall define which terminal will be utilized to supply fuel (i.e. Tampa, Orlando, Jacksonville, Port Canaveral, Port verglades, or other).

3. ***Delivery Times:*** Delivery shall be re uired no later than one (1) calendar day from receipt of release order.

4. ***Additional fees:*** Bidder may submit pricing on any other fees that will be part of the Contractor mark up such split loads, above ground tank delivery, and tank wagon drop charges.

1.3 Fuel site and pumps

Attachment B provides the Facility Identification (FACID) number and current location of each fuel site, including tank attributes, hours of operation, and the pro ect manager assigned to each location. The breakdown of storage for both unleaded, diesel fuels is included.

1.4 Quality Standards/EPA Violations

All fuel provided shall comply with governmental regulations and conform to all specifications in regards to environmental and uality standards set forth by the State of

Florida. In addition, the Environmental Protection Agency (EPA) has directed that fines will be levied for any fuel found not to be in compliance with the Sulfur content on the Ultra Low Sulfur Diesel fuel. The Contractor shall be responsible for any fines, freight costs and replacement of fuel product for fuel found to be in non-compliance by the EPA.

1.5 Conditions for Emergency, Hurricane, or disaster

Before, during, and after a public emergency, disaster, hurricane, fire, flood, or other acts of God, the Contractor shall provide fuel to all Consortium members on a "first priority" basis. All Consortium members shall be given priority when allocations become available.

The Consortium expects to pay a fair and reasonable price for all fuel in the event of a disaster, emergency, fire, or hurricane. In the event that fuel is provided to the Consortium from areas outside of the contracting ports, additional freight costs may be allowed. This shall be communicated and agreed upon by both the Contractor and the Consortium Project Managers before deliveries are made. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

1.6 Delivery and Penalties

Delivery shall be no later than one (1) calendar day from receipt of release order, unless stated otherwise from the ordering entity. Failure to deliver fuel during within 24-hours may result in the Contractor covering any costs arising from having to order fuel from an alternate vendor. Penalties may include any extra price per gallon over agreed upon contract pricing and any additional freight costs incurred. This is for normal operations only.

1.7 Exhibits and Attachments

A. Exhibit I General Conditions

B. Exhibit II Insurance

C. Attachment A - Price Sheet

D. Attachment B - Facility Identification

2.0 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, April 16, 2019. Bids received after this time will not be considered.

2.1 Proposed Schedule

March 8, 2019 ..... Invitation to Bid Available
March 20, 2019 ..... Pre-bid Conference
April 2, 2019 ..... Last Day to Receive Written Questions
April 15, 2019 ..... Bid Closing Date

2.2 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Eddie Molina, Procurement Analyst
Telephone:.....386-822-5772
Fax:.....386-736-5972
E-mail:.....*emolina@volusia.org*

2.3 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.2 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.4 Delivery of Bids

DO <u>NOT</u> RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) **"Bid #19-B-70EM, Bulk Fuel"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the □nited States Postal Service (□SPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the re□uirements of Section 2.0. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.5 Pre-bid Conference

A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10□00 a.m., □ST, Wednesday, March 20, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County□s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County□s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

2.6 Bid Submittal Form

A. See *Submittal Requirements* for complete details.

B. □ach Bidder shall submit three (3) complete sets of the Bid Submittal□
- □ **One (1)** hard copy marked □ORIGINAL□
- □ **One (1)** hard copy marked □COPY□
  Note□ It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies)□ return only the pages that re□uire signatures or information as detailed in Section **4.0**.
- □ **One (1)** COMPL□T□ electronic copy on a CD or □SB drive in PDF format (□xcel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal re□uirements as detailed in Section **4.0**.

Note the solicitation number and name of company on the CD or □SB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section

5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.7 Definition of Responsive and Responsible for this Bid

□ach Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria□

A. Proper submittal of ALL documentation as re□uired by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to□ (Responsible)
   1. Total Cost□
   2. Delivery in accordance with Section 1.6□
   3. Past Performance. In order to evaluate past performance, all Bidders are re□uired to submit a list of three (3) references / relevant pro□ects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference□
   4. Ability to provide fuel that meets the re□uirements of Section 1.1□
   5. Financial Stability□A Dun and Bradstreet report may be used by the County to evaluate Respondent□s financial stability. All Respondents shall be prepared to supply a financial statement upon re□uest, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the most responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.8 Local Preference Availability

This pro□ect is not funded by monies that prohibit the local preference provision and local preference does apply per □xhibit I, General Conditions and Instructions section 10. Local Preference.

2.9 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1□) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of □lectronic Funds Transfer (□FT). List any discounts for prompt payment and/or willingness to accept □lectronic Funds Transfer (□FT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1□ - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies

owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.10 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.11 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at

https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

2.12 Termination

A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall

1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.

2. Inform County of the extent to which performance is completed.

3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County.

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.10 - Award Term, Section 2.9 - Payment Terms and this Section 2.12 - Termination, the County shall cause

payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

. With the approval of the County and to the extent re uired by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County s approval of such settlements shall be final for all the purposes of a termination under this Section 2.12- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or ac uired in connection with the performance of the services terminated.

F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the services and complete the services, and the Contractor shall be liable to the County for any increased cost of the Pro ect reasonably incurred by the County to complete the Contractor s unfinished services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such services.

G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.13 New Material

nless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County s interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.3. The notice shall include the reasons for the re uest and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.14 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim conse uential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.0 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may re uire.

Preference The method of the reducing the proposed Bid or uote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest See process at www.volusia.org/purchasing.

Purchase Order: The County s written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

4.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal return *only* the pages that re uire signatures or information re uested below.

- ❑ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations Sunbiz report available at www.sunbiz.org (Sunbiz), shall be re uired. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be re uired. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm s letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- ❑ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.6)

- ❑ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.

- ❑ **Completed Bid Submittal Form** (use attached form Section 5.0).

- ❑ **References** - List at least three (3) recent references where the proposed product has been provided within the past three (3) years. se of the attached form (Section 6.0) will aid in evaluation. nless specifically asked by the County, the County of Volusia shall not be listed as a reference.

- ❑ **Business Tax Receipt** (BTR)

  To be responsive to this solicitation, each Bidder who is currently re uired to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission re□uirement□

1. If Bidder□s business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is re□uired, *OR*
2. If Bidder□s business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see https□//library.municode.com/fl/volusia□county/codes/code□of□ordinances□nodeId□PTIICOOR□CH114TA□ARTIING□

- ❑ **Insurance -** (See □xhibit II) □vidence of re□uired insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or pro□ect number and Volusia County contact person. Contractor shall provide the re□uired insurance detailed in □xhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all re□uirements of □xhibit II.

  Firms that have owner/operators that have filed a "Notice of □lection to be □xempt" shall submit a copy with the proposal.

  Incorporated and unincorporated firms that □ualify for an exemption under the Florida Workers□Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 15.0) relieving the County of liability in the event they and/or their employees are in□ured while providing goods and/or services to the County.

- ❑ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this pro□ect.

- ❑ **Addenda** issued subse□uent to the release of this solicitation must be signed and returned with the firm□s Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

- ❑ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Contractor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.

- ❑ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference □ligibility.

- ❑ **Drug-Free Work Place form** (use attached form Section 8.0).

- ❑ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

- ❑ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).

- ❑ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon re□uest, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

□TH□ R□MAIND□R OF THIS PAG□ INT□NTIONALLY L□FT BLANK□

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5.0 BID SUBMITTAL FORM

TO□ County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that □firm name□□□□□□□□□□□□□□□□□□□

The Contractor acknowledges that information provided in this Bid is true and correct□

×

Authorized Signature		
Printed Name		
Title		Date
Company Name		
Full Address		
Telephone	Fax	□-mail Address
Dunn & Bradstreet □		Federal I.D. □

6.0 REFERENCES

Agency #**1**	
Address	
City, State, ZIP	
Contact Person	
□-mail	Phone□
Date(s) of Service	
Type of Service	
Comments□	
Agency #**2**	
Address	
City, State, ZIP	
Contact Person	
□-mail	Phone□
Date(s) of Service	
Type of Service	
Comments□	
Agency #**3**	
Address	
City, State, ZIP	
Contact Person	
□-mail	Phone□
Date(s) of Service	
Type of Service	
Comments□	

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

_____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

_____does:
(Name of Firm)

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

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

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

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

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion
TO BE COMPLETED BY ALL SUB-CONTRACTORS

A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

_____ _____
Name and Title Date

_____
Signature

_____
Firm

_____
Street address

_____
City, State, Zip

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Contractor has been in business for a minimum of six (6) months prior to the date of Bids or quote ❒ Yes ❒ No
2. Contractor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ❒ Yes ❒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

_____
(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY CONTRACTOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory re□uirements, potential Bidders are notified□

287.133(2)(a) A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity□may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work□may not submit Bids, proposals, or replies on leases of real property to a public entity□may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity□and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CAT□GORY TWO for a period of 36 months following the date of being placed on the convicted Contractor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CAT□GORY TWO with any person or affiliate on the convicted Contractor list for a period of 36 months following the date that person or affiliate was placed on the convicted Contractor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted Contractor list so long as that person□s name appears on the convicted Contractor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity□may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work□may not submit Bids, proposals, or replies on leases of real property to a public entity□may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity□and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory Contractor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory Contractor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory Contractor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory Contractor list so long as that entity□s name appears on the discriminatory Contractor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder□s subcontractors and Bidder□s implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES
REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) _____,

providing _____ services, which is located at (*street address*) _____

_____, (*city*) _____, falls under the business tax exemption described in:

- ❑ Florida Statute 205. 063
- ❑ Florida Statute 205. 064
- ❑ Florida Statute 205. 065
- ❑ Florida Statute 205. 162
- ❑ Florida Statute 205. 171
- ❑ Florida Statute 205. 191
- ❑ Florida Statute 205. 192

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

OR is the type of business indicated below:

- ❑ Child Care – Residential
- ❑ Commercial Rentals
- ❑ Door to Door/Peddler Sales
- ❑ Insurance Adjuster, Agent, or Company
- ❑ Pharmacist/Pharmacy *(Prescription Drugs Only)*
- ❑ Radio/Television Station
- ❑ Religious Institution
- ❑ Residential Rentals over 6months
- ❑ Sale of Alcoholic Products only

_____ _____
(Authorized Signature) *(Printed Name)*

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF _____
Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.
215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:_____

By:_____

(Authorized Signature)

Title:_____

Date:_____

16.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ *(please insert name of contract)*, (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____ *(signature)*
Employee 1: _____ *(print name)* _____ *(signature)*
Employee 2: _____ *(print name)* _____ *(signature)*
Employee 3: _____ *(print name)* _____ *(signature)*

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me ***or*** *who has/have produced _____ as identification.*

_____
NOTARY PUBLIC – STATE OF

_____

Type or print name:

_____
Commission No.: _____
(Seal) *Commission Expires:* _____

Date: 05/07/2019	**AGENDA ITEM**	**Item:** 04

[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Central Services

Subject: Multiple awards of bid for bulk fuel, 19-B-70EM.

Rhonda Orr Director Business Services Department Approval	Jeaniene Jennings Director Purchasing Approved in Accordance with Purchasing Policies and Procedures	Legal Charles Hargrove Deputy County Attorney Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager
George Baker Director Central Services Division Approval	Tammy Bong Director Management and Budget Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	Fuel	$5,286,239.00
456 Volusia Transportation Authori	456-670-XXXX Various Accounts	$3,250,292.00

Total Item Budget: $8,536,531.00

Staff Contact(s):	**Phone:**	**Ext.**
Rhonda Orr	386 822 5738	15738
George Baker	386 254 1595	11595
Rob Stephens	386 756 7496	1426

Summary/Highlights:
The county received six bids, as shown on the attached tabulation sheet, to provide bulk fuel to a consortium consisting of the county, including VOTRAN; the Volusia County School Board; Cities of Daytona Beach, DeLand, Port Orange, South Daytona, New Smyrna Beach, and Ormond Beach; and, Flagler County. All pricing submitted was compared to six months of Oil Price Information Service (OPIS) data and a third-party pricing index that is a widely accepted fuel price benchmark for supply contracts and used by the county for the past fifteen years.

The attached pricing consists of the cost markup per gallon.

Staff recommends selection and award of contracts with the three lowest responsive and responsible bidders, Mansfield Oil Company, Gainesville, Georgia; Petroleum Traders Corporation, Fort Wayne, Indiana; and Gentry Oil, Deland, for an initial three-year period with the option of two (2) one-year renewals based upon mutual agreement with the vendor and council approval. A contract award with three vendors provides the lowest overall pricing and allows multiple sourcing which becomes important during high demand, low supply, situations.

A copy of the solicitation (agreement), without exhibits, is attached. Copies of the fully executed agreements and applicable exhibits, with the same terms and conditions described in the solicitation, are available for review in the purchasing and contracts division.

Recommended Motion: Approval.

Volusia County
FLORIDA

19-B-70EM
Fuel Sites
Attachment B

Fuel Site Information

Volusia County:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9809259	Indian Lake Road 1336 Indian Lake Road, Daytona Beach 32724	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel AST. 1 ea. 10,000 Gal. Vehicular Diesel, double walled (DW) steel AST 1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), steel AST	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	42,000 gallons ULSD
9103512	Tomoka Landfill 1990 Tomoka Farms Road, Daytona Beach 32124	1 ea. 12,000 Gal. Vehicular Diesel ASTs, DW, Steel. 1 ea. 10,000 Vehiclular Off-Road Disel, double walled (DW) 1 ea 12,000 Gal. Vehicular Gasoline, double walled (DW) steel AST	7am-5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	65,000 gallons ULSD 213,000 gallons Off Road Diesel
9046676	Walker St. Road & Bridge 455 Walker Street, Holly Hill 32117	1 ea. 12,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 12,000 Vehicular Diesel UST. DW, Fiberglass.	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	43,000 gallons ULSD
8622777	Deland Road & Bridge 2560 West Highway 44, Deland 32720	1 ea. 10,000 Gal. Vehicular Gasoline UST, DW, Fiberglass. 1 ea. 10,000 Gal. Vehicular Diesel UST, DW, Fiberglass	7am - 5pm M-F	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	99,000 gallons ULSD
8522683	Osteen Road & Bridge 200 North Highway 415, Osteen 32764	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	18,000 gallons ULSD
8622679	NSB Road & Bridge 534 North Old Dixie Highway, New Smyrna Beach 32168	1 ea. 12,000 Gal. Compartmented AST, 6/6 Vehicular Diesel/Vehicular Gasoline. DW, Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	77,000 gallons ULSD
9810955	Transfer Station 261 Deland Crossings Blvd. Deland 32724	1 ea 12,000 Gal. Vehicular Diesel AST, DW, Steel. 1 ea. 12,000 Gal. Vehicular Gasoline AST, DW Steel.	24 Hours, 7 days	Yes	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	None	105,000 gallons ULSD
9400111	EVAC 122 Carswell Ave. 112 Carswell Ave. Holly Hill, 32017	1 ea. 4,000 gallon Vehicular Diese AST, DW, Steel	24 Hours, 7 days	No	Name:Michelle Leigh Phone: 386-248-1760 Ext. 11263 email: mleigh@volusia.org	An 18 wheeler truck cannot make deliveries to this location due to the small area to turn around in. A tank wagon style truck can. The fuel is then pumped into a fill that is located on top of the tank with a nozzle style hose. There is a ladder on site so the driver can reach the fill.	100,000 gallons ULSD

Flagler County

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9807845	Flagler County 1769 E. Moody Blvd. Bunnell, Fl 32110	1 ea 30,000 Gal above ground double wall for Unleaded fuel and 1 ea. 30,000 Gal. above ground double wall for Diesel. Electronic monitoring of interstice and continuous automatic tank gauge system.	24 hours, 7 days	Yes	Name: Andrew Pearson Phone: 386-313-4178 Email: apearson@flaglercounty.org		We only receive ULS diesel and the annual usage is 175,000 gallons.

City of Daytona Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea.6,000 gal. Vehicular Diesel AST, DW 1 ea.1,000 gal. Vehicular Diesel, AST, DW.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass UST	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	8315 net gallons ULSD
8631488	Sewer Lift Station #1134 510 Ora Street Daytona Beach, FL 32114	1ea. 500 gal. Vehicular Diesel Double Walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel UST. 1 ea. 12,000 gal. Unleaded Gas Double Walled (DW) steel UST.	7am-5pm, 5 days	Yes on 6,000 and 4,000 gallons tanks. No on the 12,000 gallon tanks.	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	0 net gallons ULSD
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. Unleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Double walled (DW) steel AST. 1 ea. 2,000 gal. Unleaded gas. Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	37,225 net gallons ULSD
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gallon Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal.Unleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Brian Jaquet Phone: 386-671- 3502 Cell: Email: jaquetbrian@codb.us	None	ULSD
9300590	Lift Station #1110 1612 Richard Petty Blvd Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	11,272 net gallons ULSD
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Robert Campbell Phone: 386-671-8684 Cell: 386-451-2620 Email: campbellr@codb.us	None	ULSD

City of Ormond Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel

9100520	Fleet Operations 500 N Orchard St Ormond Beach, FL 32174	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Diesel. DW steel UST 1 ea. 6,000 AGT, Gasoline, Concrete DW	24 Hours, 7 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	44,626 gallons of diesel
8622685	TRANSFER STATION & WW PLT 550 N ORCHARD ST ORMOND BEACH	1 ea 6,000 Gal. Off-Road Diesel UGT, SW. 1 ea. 2000 Gal. Off-Road Diesel, SW 1 ea. 4,000 Gal. Off-Road Diesel SW, AGT 1 ea. 6500 Gal Off-Road Diesel, SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	6,174 gallons of dyed diesel
9801353	WATER PLANT 301 JEFFERSON ST ORMOND BEACH	1 ea. 6,000 Gal. Off-Road Diesel, DW Concrete AGT. 1 ea. 5,200 Off-Road Diesel, DW Concrete AGT 1 ea. 2,000 Off-Road Diesel , SW Steel AGT	7am-4pm, 5 days	Yes	Name: Kevin Gray Phone: 386-676-3506 Cell : 386-316-7725 Email: kevin.gray@ormondbeach.org	None	

School Board:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8631507	Daytona Transportation 1648 Hancock Blvd. Daytona Beach, Fl. 32114	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), Steel AST 3 ea. 10,000 Diesel, DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	236,747 gallons ULSD
8841492	New Smyrna Beach Transportation 1294 Turnbull Bay Rd. New Smyrna Beach, Fl. 32169	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel. DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	108,779 gallons ULSD
9202882	Deltona Transportation 2101 Eutace Ave. Deltona, Fl. 32725	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 6,000 Diesel. DW FG UST. 1 ea. 20,000 Gal. Diesel DW Steel AST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	203,144 gallons ULSD
9047255	Deland Transportation 1301 Shapiro Dr. Deland, Fl. 32724	1 ea. 10,000 Gal. Vehicular Gasoline, double walled (DW), FG UST. 1 ea. 10,000 Diesel. DW FG UST	Monday - Friday 0500 - 1700	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	127,174 gallons ULSD
8631509	Pierson Transportation 1 West First Street (Behind Old Pierson Elem) Pierson, Fl. 32180	1 ea. 10,000 Diesel. DW FG UST	As requested	No	Name: Chris Boyer Phone: 386-258-4677 ext. 50542 Cell Phone: 386-717-0665 email: cjboyer@volusia.k12.fl.us	None	10,491 gallons ULSD

City of Port Orange:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	New Smyrna Beach Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8731587	Public Works 407 Virginia Avenue Port Orange, FL 32127	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 12,000 Low Sulfur Diesel. DW steel UST	7am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Gasoline: 45,000 gals ULS Diesel: 55,000 gals
8944554	City Center Annex 1395 Dunlawton Ave Port Orange, Fl. 32129	1 ea. 12,000 Gal. Vehicular Gasoline, double walled (DW), steel UST. 1 ea. 2,000 Gal. Low Sulfur Dyed Diesel for backup generator only.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Gasoline: 95,000 gals ULS Dyed Diesel: 2,000 gals
9803333	Fire Station 74 6701 Airport Road Port Orange, FL. 32128	1 ea. 3,000 Gal. Low Sulfur Diesel, double walled (DW) steel UST.	7am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	ULS Diesel: 5,000 gals
8942981	Cambridge Basin Generator 5839 Trailwood Dr. Port Orange, FL. 32129	1 ea. 3,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, Mo-Fr	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811682	Port Orange Police Dept. 4545 S. Clyde Morris Blvd. Port Orange, FL. 32129	2 ea. 2,500 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	8am-4pm, 5 days	Yes	Name: Jeff Fontane Phone: 386-506-5579 Cell : 386-527-6834 Email: jfontane@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
8731583	Garnsey Water Plant 4400 Wellfield Dr. Port Orange, FL. 32129	1 ea. 5,200 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST.	7am-4pm, 5 days	Yes	Name: Christina Potts Phone: 386-506-5773 Cell : N/A Email: cpotts@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.
9103196	Port Orange Wastewater Plant 817 Oak St. Port Orange, FL. 32127	2 ea. 4,000 Gal. Low Sulfur Dyed Diesel, double walled (DW) steel AST for Generators	7am-4pm, 5 days	Yes	Name: Steve Parnell Phone: 386-506-5786 Cell : N/A Email: sparnell@port-orange.org	None	Backup generator site. Usage will vary because of hurricanes and storms.

City of New Smyrna Beach:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622701	NSB Public Works 124 Industrial Park Ave NSB, FL 32168	1 ea. 10,000 Gal Vehicular Gasoline, SW, steel AST 1 ea. 10,000 Gal Vehicular Diesel, SW, steel AST	7am - 2pm M-F	Yes	Name: Garrett Mccafferty Phone: 386-424-2210 Cell 386-427-7308 email: gmccafferty@cityofnsb.com	None	90,000 Gallons Unleaded 35,000 Gallons USLD
9807269	NSB Fire Station 51 151 Williamson Blvd. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9811632	NSB Fire Station 52 500 E. Third Ave. NSB, FL 32168	1 ea. 1,000 Vehicular Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
9812197	NSB Police Station 246 Industrial Park Ave NSB, FL 32168	1 ea. 6,500 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.

9812196	NSB Fire Station 53 238 Industrial Park Ave NSB, FL 32168	1 ea. 2,000 Gal Off Road Diesel, DW	24 Hours, 7 Days	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	Backup generator site. Usage will vary because of hurricanes and storms.
8734991	NSB Golf Course 1000 Wayne Ave NSB, FL 32168	1 ea. 1,000 Gal Compartmented AST 5/5 Vehicular Gasoline/ Off Road Diesel, DW	7am - 2pm M-TH	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	4000 Gallons Unleaded 3000 Gallons Dyed Diesles
Non-regulated	NSB Sports Complex 1800 Turnbull Bay Rd NSB, FL 32168	1 ea. 500 Gal Compartmented AST 2.5/2.5 Vehicular Gasoline/Off Road Diesel, DW, steel AST	7am - 2pm M-F	No	Name: Brenda Hendrickson Phone: 386-424-2210 Cell 386-427-7308 email: bhendrickson@cityofnsb.com	None	1500 Gallons Unleaded 1200 Gallons Dyed Diesel

Votran:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8517745	Volusia County Transit 950 Big Tree Road, South Daytona, Fl 32119	2 ea. 15,000 Gal. Vehicular Diesel UST, DW, Fiberglass. 1 ea. 2,500 Gal. Vehicular Gasoline UST,DW,Fiberglass	22 Hours, 7 days. (Closed 2am-4am)	No	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386-566-5560 email: rkazawitch@volusia.org		
9806496	924 E. Rhode Island Ave Orange City, Fl 32763	2 ea. 12,000 gallon diesel AST's 1 ea. 5,000 gallons unleaded AST	24 hours	Yes	Name: Rick Kazawitch Phone: 386-756-7496 Ext.4121 Cell Phone: 386-566-5560 email: rkazawitch@volusia.org		

City of South Daytona:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622688	City of South Daytona 1770 Segrave St. South Daytona, Fl	1 ea. 10,000 Gal. 3/7 Vehicular Diesel, Gasoline DW AST.	7 am - 3:30pm M-F	Yes	Name: Mark Smith Phone: 386 322-3084 Cell phone:386-233-5701 msmith@southdaytona.org	Need a small tank wagon truck	9500 gallons ulsd 1000 gallons of red dye off road depending on severity of hurricane season

City of DeLand:

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
8622696	City of DeLand, Public Works. 1102 S Garfield Ave, DeLand, FL, 32724	1 ea. 3,000 gallon Vehicular Diesel, DW AST 1 ea. 10, 000 Vehicular Unleaded DW AST	2 Hours, 7 days	Yes	Name: Brian Glenn Phone: 386-626-7206 Cell phone:386-233-5701 glennb@deland.org	None	

Daytona Beach International Airport

FACID	Site Name	Tank Attributes	Hours of Operation	Requires Truck with Pump	Datona Beach International Airport Project Manager	Special Delivery Requirements	Estimated Annual Usage ULS Diesel/ Red-Dyed Diesel
648517331	DBIA Fire Pump Gen. 700 Catalina Ave. Daytona Beach 32114-3815 (Adjacent to Terminal Building) Escort Required	1 ea. 600 Gal. Emergency Generator Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Gate TC-20 700 Catalina Drive, Daytona Beach 32114 (Adjacent to International Building) Escort Required	1 ea. 1000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 1000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806958	DBIA Main Terminal Generator 700 Catalina Avenue #300, Daytona Beach 32114 (At service entrance to terminal) Escort Required	1 ea. 2000 Gal. Emergency Generator Diesel. DW, Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649813448	DBIA Air Cargo Building 401 Innovation Way, Daytona Beach 32114 (Entrance requires escort)	1 ea. 1300 Emergency Generator, DW, Steel	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649806809	DBIA Electrical Vault 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Fire Station 17) Escort Required	1 ea. 1000 Gal. Emergency Generator Diesel AST, Vaulted Steel DW.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Sladon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649809474	DBIA TSA Generator M-20 700 Catalina Ave. # 300, Daytona Beach 32114 (Adjacent to Terminal Building) Escort Required	1 ea. 800 Gal. Emergency Generator Diesel AST, DW Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		
649815378	DBIA Fuel Farm 301 Innovation Way.Daytona Beach, 32114 Escort	1 ea. 2000 Gal. Vehicular Gasoline AST, Vaulted Steel. 1 ea. 2000 Gal. Vehicular Diesel AST, Vaulted Steel.	7am - 3:30 pm Monday - Friday	Yes	Name: Jerry Slaydon Phone: 386-547-0038 email: jslaydon@co.volusia.fl.us		

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-212
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	Sole Source - Body Cameras & Energy Weapons from Axon		
Summary:	This is a request to purchase Body Cameras, Energy Weapons (Tasers) and cloud data storage for the Ormond Beach Police Department (OBPD) from Axon Enterprise. OBPD currently issues police officers Electronic Energy Weapons with technology developed in the early 2000's. The current model is no longer produced by the manufacturer and newer technologies are available that are safer and more effective for the officer and the subject involved. In 2019, OBPD acquired Body Worn Cameras (BWC) from Axon under a 5-year plan for hardware and cloud data storage that expires in 2024. OBPD would like to acquire Body Cameras and Energy Weapons that share a common platform and provide off-site cloud data storage. The intent is to utilize Axon Enterprise as a sole source vendor, which was advertised via Demandstar on 11/07/2023 for 15 business days. A quote from Axon Enterprises was received for $166,009.20 annually for 5 years. This includes the required hardware, licensing and cloud storage.		
Financial Impact:	Funding for this project was included in the FY 2023-24 General Fund Police Department budget. The annual cost over the 5 year plan will be $166,009.20.		
Citizen Impact:	The use of BWCs assists in the investigation of complaints and enhances agency transparency. The Electronic Energy Weapons will be an upgrade to current equipment and have no impact on citizens.		
Recommended Action (Staff,	Staff recommends approval for the police department to purchase Body Worn Cameras and Energy Weapons from Axon Enterprise.		

Advisory Board and/or Other):	
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500
Attachments:	1. 23-212 Axon Body Cameras (P23-0233G) 2. SS 2024-10 Axon Body Cameras and Energy Weapon (1) 3. Updated Ormond Beach PD quote + terms
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-212

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF AXON BODY-WORN CAMERAS, ENERGY WEAPONS AND ANNUAL CLOUD-BASED STORAGE SUPPORT FROM AXON ENTERPRISE, INC.; AUTHORIZING THE EXECUTION OF AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city's police department currently uses Axon body cameras and equipment supported by cloud-based data/video storage service, and

WHEREAS, the city's police department desires to purchase additional body cameras, energy weapons and data/video storage from Axon Enterprise, Inc. so that it is all compatible with the previously purchased equipment and service making this a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends execution of an Agreement for the purchase of additional Axon body cameras, energy weapons and cloud-based data storage service from Axon Enterprise, Inc. at $166,009.20/year for five years totaling $830,046.04 (a copy of said Agreement being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the equipment and service has been appropriated to the credit of the General Fund and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Agreement for the sole source procurement of body cameras, energy weapons and

data/video storage from Axon Enterprise, Inc. in the amount of $166,009.20/year for five years totaling $830,046.04 and to pay the cost therefor from the General Fund.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
Purchasing Department
22 South Beach Street
Room 102
Ormond Beach, FL 32174
(386) 676-3223

NOTICE OF INTENT TO SOLE SOURCE

File No. Axon nterprise Inc
Date 11/7/2023

The attached sole source ustification form contains the specifications and ustification for the proprietary service and or parts being sought. Any vendor/contractor, who believes that they can meet or exceed the stated re uirements, must provide a written statement, containing convincing technical data sufficient to support their position.

It will be the vendor/contractor s responsibility to provide ade uate information in their written statement to enable the Purchasing Department to ensure that the proposed product meets the re uired criteria. If ade uate information is not submitted with the statement, it shall be re ected. The City of Ormond Beach Purchasing Department must receive replies to this notice not later than close of business on December 1, 2023. Responses to this notice will be used to determine whether bona fide competition exists.

Send written responses to the City of Ormond Beach, Purchasing Department, 22 South Beach Street, Room 102, Ormond Beach, FL 32174, or email Rob.Hart@ormondbeach.org . For further information call (386)676-3223.

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: 11/7/2023

Vendor: Axon Enterprises Cost: $166,000.00

Requested by: Captain Roos Department: PD

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: Body Cameras and Energy Weapons that share a common platform and provide off-site cloud data storage of evidential video and meta-data.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary): Axon Enterprises is the only known provider of Body Cameras and Energy Weapons that share a common platform and provide off-site cloud data storage of evidential video and meta-data. Having both products on a single platform will enhance officer safety.

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): Extensive research was done by the Police Department and the Procurement Division of the Finance Department with no other companies located that provide both services on one platform.

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

_____
Signature (Dept. Director or Division Manager)

CAPTAIN
_____
Title

Under Florida Statute 838.22(2) It is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. (3) It is unlawful for any person to knowingly agree, conspire, combine, or confederate, directly or indirectly, with a public servant to violate subsection (1) or subsection (2). (4) It is unlawful for any person to knowingly enter into a contract for commodities or services which was secured by a public servant acting in violation of subsection (1) or subsection (2). **(5) Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.**

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

11/7/2023

To: ***Ormond Beach Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID) Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID) Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs

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- TAS□R Weapons Dock connected to Axon □vidence (□vidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TAS□R Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAF□) position.
- Compatible with TAS□R 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close □uarters (C□)
- High-efficiency flashlight
- Close □uarter cartridges
- Arc switch enables drive-stun with or without a TAS□R 7 Cartridge installed
- Central Information Display (CID)□Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TAS□R Weapons Dock connected to Axon □vidence (□vidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TAS□R Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAF□) position.
- Compatible with 12-degree TAS□R 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LAS□Rs (used for target ac□uisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID)□Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs□□vent log, Pulse log, and □ngineering log. Data can be downloaded using a universal serial bus (□SB) data interface module connected to a personal computer (PC). Data may be transferred to □vidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

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- Capable of audio/video recording with optional TAS□R CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TAS□R CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAF□) position
- Compatible with TAS□R Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LAS□R (used for target ac□uisition)
- Central Information Display (CID)□ Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs□ □vent log, Pulse log, and □ngineering log. Data can be downloaded using a universal serial bus (□SB) data interface module connected to a personal computer (PC). Data may be transferred to □vidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TAS□R CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TAS□R CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAF□) position.
- Compatible with TAS□R standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAF□) to the up (ARM□D) positions sends a signal from the SPPM. □pon processing the signal, an Axon system e□uipped with Axon Signal technology transitions from the B□FF□RING to □V□NT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. □nergy Weapons□
   - TAS□R 10 Models□100390, 100391
   - TAS□R 7 Models□20008, 20009, 20010, and 20011
   - TAS□R 7 C□ Models 20213, 20214
   - TAS□R X2 Models□22002 and 22003
   - TAS□R X26P Models□11002 and 11003

2. Optional □xtended Warranties for □nergy Weapons□
   - TAS□R 7 □4-year extended warranty, item number 20040
   - X2 □4-year extended warranty, item number 22014
   - X26P □2-year extended warranty, item number 11008
   - X26P □4-year extended warranty, item number 11004

3. TAS□R 7 Cartridges (compatible with the TAS□R 7□re□uired for this □nergy Weapon to

function in the probe deployment mode)
- Standoff cartridge, 3.5 degrees, Model 22175
- Close □uarter cartridge, 12 degrees, Model 22176
- Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
- Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
- Inert cartridge, 3.5 degrees, Model 22179
- Inert cartridge, 12 degrees, Model 22181

4. TAS□R 10 Magazines
   - TAS□R 10 live duty magazine (black), item number 100393
   - TAS□R 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TAS□R 10 live training magazine (purple), item number 100395
   - TAS□R 10 inert training magazine (red), item number 100396

5. TAS□R 10 Cartridges (compatible with the TAS□R 10, re□uired for this energy weapon to function in the probe deployment mode)
   - TAS□R 10 live cartridge, item number 100399
   - TAS□R 10 HALT cartridge, item number 10400
   - TAS□R 10 inert cartridge, item number 100401

6. TAS□R standard cartridges (compatible with the X26P□re□uired for this energy weapon to function in the probe deployment mode)□
   - 15-foot Model□22188
   - 21-foot Model□22189
   - 21-foot non-conductive Model□44205
   - 25-foot Model□22190

7. TAS□R Smart cartridges (compatible with the X2□re□uired for this energy weapon to function in the probe deployment mode)□
   - 15-foot Model□22184
   - 25-foot Model□22185
   - 25-foot inert simulation Model□22155
   - 25-foot non-conductive Model□22157

8. Battery Packs for TAS□R 7 and TAS□R 10 energy weapons□
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TAS□R CAM HD recorder Model□26810 (full HD video and audio) and TAS□R CAM HD with AS (automatic shut-down feature) Model□26820. The TAS□R CAM HD is compatible with both the X26P and X2 energy weapons.
   - TAS□R CAM HD replacement battery Model□26764
   - TAS□R CAM HD Download Kit Model□26762
   - TAS□R CAM HD optional 4-year extended warranty, item number 26763

10. Battery Packs for X26P and X2 □nergy Weapons□
    - Performance Power Magazine (PPM) Model□22010

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- Tactical Performance Power Magazine (TPPM) Model□22012
- Automatic Shut-Down Performance Power Magazine (APPM) Model□22011
- eXtended Performance Power Magazine (XPPM) Model□11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model□ 11015
- Axon Signal Performance Power Magazine (SPPM) Model□70116

11. TAS□R Weapons Dock, used with TAS□R 7 and TAS□R 10 battery packs□
    - TAS□R Weapons Dock Core and Multi-bay Module□74200
    - TAS□R Weapons Dock Core and Single-bay Module□74201
      TAS□R Weapons Dock Single Bay Dataport□74208

12. TAS□R Dataport Download Kits□
    - Dataport Download Kit for the X2 and X26P Model□22013

13. TAS□R Blast Door Repair Kit Model 44019 and TAS□R Blast Door Replenishment Kit Model 44023

14. □nergy Weapon Holsters□
    - Right-hand TAS□R 10 holster by Safariland Model□100611
    - Left-hand TAS□R 10 holster by Safariland Model□100613
    - Right-hand TAS□R 10 holster by Blade-Tech Model□100614
    - Left-hand TAS□R 10 holster by Blade-Tech Model□100615
    - Right-hand TAS□R 10 holster by BLACKHAWK Model□100616
    - Left-hand TAS□R 10 holster by BLACKHAWK Model□100617
    - Ambidextrous TAS□R 10 holster by So-Tech Model□100621
    - Right-hand TAS□R 7 holster by Safariland Model□20063
    - Left-hand TAS□R 7 holster by Safariland Model□20068
    - Right-hand TAS□R 7 holster with cartridge carrier by Safariland Model□20160
    - Left-hand TAS□R 7 holster by with cartridge carrier by Safariland Model□20161
    - Right-hand X2 holster by BLACKHAWK Model□22501
    - Left-hand X2 holster by BLACKHAWK Model□22504
    - Right-hand X26P holster by BLACKHAWK Model□11501
    - Left-hand X26P holster by BLACKHAWK Model□11504

15. □nhanced HALT Suit Model□100623

16. TAS□R Simulation Suit II Model 44550

17. TAS□R 7 conductive target Model□80087

18. Blue X26P Demonstrator/LAS□R Pointer Model□11023

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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- □pgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer□s footage. (Re□uires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Re□uires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- □p to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video □uality with reduced motion blur and better low-light performance
- Multi-mic audio□ four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- □Find my camera□feature
- Verbal transcription with Axon Records
- □nd-to-end encryption
- Twelve-hour battery
- □p to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- □p to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment□head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12□ hours of battery operation per shift (even in recording mode)
- L□D lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

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Axon Air System

- Purpose-built solution for law enforcement □AV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- □nlimited Storage of □AV data in Axon □vidence (□vidence.com)
- In application ingestion of data in Axon □vidence (□vidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low □uality recording available (customizable by the agency)
- □p to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment□shirt, vest, belt, and dash mounts available
- 12□ hours of battery operation per shift (even in recording mode)
- L□D lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to □vent mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, □uick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on □vidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with □vidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on □vidence.com.
- Prioritized upload to □vidence.com of critical event videos via 4G/LT□
- Wireless alerts from the TAS□R C□W Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and □uick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational

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awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera
- Fully integrated with Axon □vidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon □vidence.
- Immediate upload to Axon □vidence of critical event videos via 4G/LT□
- Wireless alerts from the TAS□R energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from B□FF□RING to □V□NT mode in an emergency vehicle e□uipped with the Axon Signal □nit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MD□) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal □nit sends a signal. □pon processing the signal, an Axon system e□uipped with Axon Signal technology transitions from the B□FF□RING to □V□NT mode.

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the TAS□R X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAF□) to the up (ARM□D) positions sends a signal from the SPPM. □pon processing the signal, an Axon system e□uipped with Axon Signal technology transitions from the B□FF□RING to □V□NT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor
- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. □pon processing the signal, an Axon system e□uipped with Axon Signal technology transitions from the B□FF□RING to □V□NT mode.

Axon Interview Solution
- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- □p to 7-minute pre- and post-event buffering period

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- Full hardware and software integration
- □pload to Axon □vidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras□i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon □vidence
- Dual integration of on-officer camera and interview room camera with Axon □vidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TAS□R and Axon products

Axon Dock

- Automated docking station uploads to Axon □vidence services through Internet connection
- No computer necessary for secure upload to Axon □vidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by T□V Rheinland to be in compliance with □L 60950-1□2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07□Al□2011□A2□2014 Information Technology □□uipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff□no local installation re□uired
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or re□uiring the data to leave your agency□s domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters□customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all ma□or digital file types□mpeg, .doc, .pdf, .□peg, etc.
- Re□uires NO proprietary file formats
- Ability to upload files directly from the computer to Axon □vidence via an Internet browser
- Data Security□ Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit A□S encryption for data in storage
- Security Testing□ Independent security firms perform in-depth security and penetration testing
- Reliability□Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the □ast and West regions of the □nited States

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- Chain-of-Custody□ Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection□ With no on-site application, critical evidence stored in Axon □vidence is protected from local malware that may penetrate agency infrastructure
- Stability□Axon □nterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon □vidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon □vidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon □vidence services
- □nlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon □vidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- □nlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- □nlimited storage and data collected and shared by Axon partner agencies via Axon □vidence (□vidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses □ all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is □nlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon □vidence account from the field
- Allows adding metadata to these files, such as□Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform

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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon vidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems preventing data silos
- Deep integration with Axon vidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon vidence
- Automatic association of digital evidence to the record and incident through Axon vidence integration
- In context search of master indexes (people, vehicles, locations, charges) promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- uick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff no local installation re uired
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without

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creating copies or re□uiring the data to leave your agency□s domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters□customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing□Independent security firms perform in-depth security and penetration testing
- Reliability□Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the □ast and West regions of the □nited States
- Chain-of-Custody□Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TAS□R 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7□

Axon Professional Services
- Dedicated implementation team
- Pro□ect management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe
- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- □mbedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct □uotes and witness statements directly into reports

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support □ngineer Services
- □uarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product □sage Analysis
- Resident Support □ngineer also includes onsite product maintenance,

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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TAS□R 7 C□W devices for enhanced situational awareness.
- Native □SRI based mapping with ability to connect to □SRI online communities and your agency□s local ArcGIS data.
- SaaS model reduces security and administration by local IT staff□no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon □vidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability□Fault □ and disaster □ tolerant infrastructure in at least four redundant data centers in both the □ast and West regions of the □nited States.
- Security Testing□Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon □vidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the re□uired codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness ad□ustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer pro□ects
- Identify duplicate files in any folder based on md5 hash

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- Produce detailed written reports via interactive PDF with embedded video and image content within iNP□T-AC□
- □xtract I-frames
- Decimate
- Canvas □ditor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - □uantization parameter evaluation
- Offered iNP□T-AC□ Software (from Axon □nterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of □0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- □nlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon □vidence services
- Axon □vidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday□Friday 7□00 AM□5□00 PM MST□ support is located in Scottsdale, AZ, □SA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 4 Cameras□
   - Axon Body 4 Camera Model□100147
   - Axon Body 4 Flex POV Module Model□100200

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2. Axon Body 3 Camera Model□73202

3. Axon Flex 2 Cameras□
   - Axon Flex 2 Camera (online) Model□11528
   - Axon Flex 2 Camera (offline) Model□11529

4. Axon Flex 2 Controller Model□11532

5. Axon Flex 2 □SB Sync Cable Model□11534

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

7. Axon Flex 2 Camera Mounts□
   - Oakley Flak Jacket Kit Model□11544
   - Collar Mount Model□11545
   - Oakley Clip Model□11554
   - □paulette Mount Model□11546
   - Ballcap Mount Model□11547
   - Ballistic Vest Mount Model□11555

8. □niversal Helmet Mount Model□11548

9. Axon Air System with Axon □vidence (□vidence.com) 5-Year License Model□12332

10. Axon Body 2 Camera Model□74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts□
    - Z-Bracket, Men□s, Axon RapidLock Model□74018
    - Z-Bracket, Women□s Axon RapidLock Model□74019
    - Magnet, Flexible, Axon RapidLock Model□74020
    - Magnet, Outerwear, Axon RapidLock Model□74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model□74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model□74023
    - MOLL□ Mount, Single, Axon RapidLock Model□11507
    - MOLL□ Mount, Double, Axon RapidLock Model□11508
    - Belt Clip Mount, Axon RapidLock Model□11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera□71079
    - Axon Fleet 2 Front Camera Mount□71080
    - Axon Fleet 2 Rear Camera□71081
    - Axon Fleet 2 Rear Camera Controller□71082
    - Axon Fleet 2 Rear Camera Controller Mount□71083
    - Axon Fleet Battery System□74024
    - Axon Fleet Bluetooth Dongle□74027
    - Axon Fleet 3 Dual View Camera□72000
    - Axon Fleet 3 Interior Camera□72037
    - Axon Fleet Hub□72010

13. Axon Signal □nit Model□70112

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14. Axon Dock Models□
    - Axon Body 3 Dock □8-Bay Model AX1026
    - Axon Body 3 Dock □1-Bay Model AX1027
    - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model□ 71019
    - Axon Dock □Individual Bay and Core for Axon Flex 2
    - Axon Dock □6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model□11538
    - Core (compatible with all Individual Bays and 6-Bays) Model□70027
    - Wall Mount Bracket Assembly for Axon Dock□70033
    - Axon Dock □Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock □6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model□74011
    - Axon Signal Performance Power Magazine (SPPM) Model□70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model□73202

2. Axon Flex 2 Cameras□
    - Axon Flex 2 Camera (online) Model□11528
    - Axon Flex 2 Camera (offline) Model□11529

3. Axon Flex 2 Controller Model□11532

4. Axon Flex 2 □SB Sync Cable Model□11534

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts□
    - Oakley Flak Jacket Kit Model□11544
    - Collar Mount Model□11545
    - Oakley Clip Model□11554
    - □paulette Mount Model□11546
    - Ballcap Mount Model□11547
    - Ballistic Vest Mount Model□11555
    - □niversal Helmet Mount Model□11548

7. Axon Body 2 Camera Model□74001

8. Axon Body 2 Camera Mounts□
    - Axon RapidLock Velcro Mount Model□74054

9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts□
    - Z-Bracket, Men□s, Axon RapidLock Model□74018

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- Z-Bracket, Women□s Axon RapidLock Model□74019
- Magnet, Flexible, Axon RapidLock Model□74020
- Magnet, Outerwear, Axon RapidLock Model□74021
- Small Pocket, 4″ (10.1 cm), Axon RapidLock Model□74022
- Large Pocket, 6″ (15.2 cm), Axon RapidLock Model□74023
- MOLL□ Mount, Single, Axon RapidLock Model□11507
- MOLL□ Mount, Double, Axon RapidLock Model□11508
- Belt Clip Mount, Axon RapidLock Model□11509

10. Axon Air System with Axon □vidence (□vidence.com) 5-Year License Model□12332

11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera□71079
    - Axon Fleet 2 Front Camera Mount□71080
    - Axon Fleet 2 Rear Camera□71081
    - Axon Fleet 2 Rear Camera Controller□71082
    - Axon Fleet 2 Rear Camera Controller Mount□71083
    - Axon Fleet Battery System□74024
    - Axon Fleet Bluetooth Dongle□74027

12. Axon Signal □nit Model□70112

13. Axon Dock Models□
    - Axon Dock □ Individual Bay and Core for Axon Flex 2
    - Axon Dock □ 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model□11538
    - Core (compatible with all Individual Bays and 6-Bays) Model□70027
    - Wall Mount Bracket Assembly for Axon Dock□70033
    - Axon Dock □ Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock □ 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model□74011
    - Axon Dock □ 1-Bay for Axon Body 3 Model□71104
    - Axon Dock □ 8-Bay for Axon Body 3 Model□74210
    - Axon Dock □ Individual Bay for Axon Body 4 Model□100201
    - Axon Dock □ Multi-Bay for Axon Body 4 Model□100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TAS□R 7 Dock and Core Warranty Model□20042

3. TAS□R 7 Single Bay Dock and Core Warranty Model□20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and □vidence.com license and storage. See your Sales Representative for further details and Model numbers.

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2. **Officer Safety Plan 7**□Includes a TAS□R 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon □vidence (□vidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**□Includes a TAS□R 7 energy weapon, Axon Body 3 camera, Axon □vidence (□vidence.com) licenses and storage, Axon Records Core, Axon Respond □, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**□Includes a TAS□R 7 energy weapon, Axon Body 3 camera, Axon □vidence (□vidence.com) licenses and storage, Axon Records Core, Axon Respond □, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TAS□R 7 program in installments over 5 years including access to Axon □vidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TAS□R 7 program in installments over 5 years including access to □vidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TAS□R 7 program in installments over 5 years including access to □vidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TAS□R 7 Close □uarters Plan over a 5-year period in installments including access to □vidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**□Includes a TAS□R 10 energy weapon, the TAS□R 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon □vidence (□vidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**□Includes a TAS□R 10 energy weapon, the TAS□R 10

[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon □vidence (□vidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond□, Axon Performance, Axon Community Re□uest, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium**□Includes a TAS□R 10 energy weapon, the TAS□R 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon □vidence (□vidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond□, Axon Performance, Axon Community Re□uest, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TAS□R 10 program in installments over 5 years including access to Axon □vidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TAS□R 10 program in installments over 5 years including access to □vidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TAS□R 10 program in installments over 5 years including access to □vidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TAS□R 7 C□, TAS□R Dock, weapon Axon □vidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon □vidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+**□Pays for the TAS□R 7 energy weapon, TAS□R Dock, weapon Axon □vidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon □vidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan**□Includes a TAS□R 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock □pgrade, Axon □vidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**□Includes one TAS□R 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock □pgrade, Axon □vidence Licenses and unlimited Axon storage for each license.

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SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any □uestions.

Sincerely,

Josh Isner
President
Axon □nterprise, Inc.

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Q-481323-45258.931MD

Issued: 11/28/2023

Quote Expiration: 12/22/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 114832
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
170 W Granada Blvd 170 W Granada Blvd Ormond Beach, FL 32174-6355 USA	Ormond Beach Police Dept. - FL 170 W Granada Blvd Ormond Beach FL 32174-6355 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmckean@axon.com Fax:	Christopher Roos Phone: (386) 676-3515 Email: chris.roos@ormondbeach.org Fax: (386) 676-3559

Quote Summary

Program Length	60 Months
TOTAL COST	$830,046.04
ESTIMATED TOTAL W/ TAX	$830,046.04

Discount Summary

Average Savings Per Year	$57,954.83
TOTAL SAVINGS	$289,774.16

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$166,009.21	$0.00	$166,009.21
Jan 2025	$166,009.21	$0.00	$166,009.21
Jan 2026	$166,009.21	$0.00	$166,009.21
Jan 2027	$166,009.21	$0.00	$166,009.21
Jan 2028	$166,009.20	$0.00	$166,009.20
Total	**$830,046.04**	**$0.00**	**$830,046.04**

Quote Unbundled Price:	**$1,119,820.20**
Quote List Price:	**$1,017,300.60**
Quote Subtotal:	**$830,046.04**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($21,720.50)	($21,720.50)	$0.00	($21,720.50)
OSP10	Officer Safety Plan 10	74	60	$216.99	$193.90	$173.84	$771,849.60	$0.00	$771,849.60
A la Carte Hardware									
H00001	AB4 Camera Bundle	3	60		$849.00	$14.15	$2,547.00	$0.00	$2,547.00
H00002	AB4 Multi Bay Dock Bundle	10	60		$1,595.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	71	60		$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	60		$14.00	$14.00	$62,160.00	$0.00	$62,160.00
ProLicense	Pro License Bundle	6	60		$42.91	$42.25	$15,209.94	$0.00	$15,209.94
Total							**$830,046.04**	**$0.00**	**$830,046.04**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	74	01/01/2024
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	2	01/01/2024
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	74	01/01/2024
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	2	01/01/2024
Officer Safety Plan 10	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	3	01/01/2024
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	01/01/2024
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	3	01/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	1480	01/01/2024
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	450	01/01/2024
Officer Safety Plan 10	100401	TASER 10 INERT CARTRIDGE	30	01/01/2024
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	74	01/01/2024
Officer Safety Plan 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	01/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	74	01/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	13	01/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	2	01/01/2024
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	148	01/01/2024
Officer Safety Plan 10	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
Officer Safety Plan 10	75015	SIGNAL SIDEARM KIT	74	01/01/2024
Officer Safety Plan 10	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	71	02/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	3	02/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	2	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	79	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	4	02/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	79	02/01/2024
AB4 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	4	02/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	02/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	02/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	150	01/01/2025
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	440	01/01/2025
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	150	01/01/2026
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	450	01/01/2026
Officer Safety Plan 10	73309	AXON CAMERA REFRESH ONE	76	07/01/2026
Officer Safety Plan 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	07/01/2026
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	150	01/01/2027
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	440	01/01/2027
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	150	01/01/2028

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	440	01/01/2028
Officer Safety Plan 10	73310	AXON CAMERA REFRESH TWO	76	01/01/2029
Officer Safety Plan 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	74	02/01/2024	01/31/2029
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	74	02/01/2024	01/31/2029
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	74	02/01/2024	01/31/2029
Officer Safety Plan 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	74	02/01/2024	01/31/2029
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	74	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	02/01/2024	01/31/2029
A la Carte	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	74
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	74	01/01/2025	01/31/2029
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	2	01/01/2025	01/31/2029
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	74	01/01/2025	01/31/2029
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	13	01/01/2025	01/31/2029
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	01/01/2025	01/31/2029
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	74	01/01/2025	01/31/2029
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	2	01/01/2025	01/31/2029
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,344.10)	$0.00	($4,344.10)
Year 1	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	$12,432.00	$0.00	$12,432.00
Year 1	H00001	AB4 Camera Bundle	3	$509.40	$0.00	$509.40
Year 1	H00001	AB4 Camera Bundle	71	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Year 1	OSP10	Officer Safety Plan 10	74	$154,369.92	$0.00	$154,369.92
Year 1	ProLicense	Pro License Bundle	6	$3,041.99	$0.00	$3,041.99
Total				**$166,009.21**	**$0.00**	**$166,009.21**

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	74	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,344.10)	$0.00	($4,344.10)
Year 2	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	$12,432.00	$0.00	$12,432.00
Year 2	H00001	AB4 Camera Bundle	3	$509.40	$0.00	$509.40
Year 2	H00001	AB4 Camera Bundle	71	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Year 2	OSP10	Officer Safety Plan 10	74	$154,369.92	$0.00	$154,369.92
Year 2	ProLicense	Pro License Bundle	6	$3,041.99	$0.00	$3,041.99
Total				**$166,009.21**	**$0.00**	**$166,009.21**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,344.10)	$0.00	($4,344.10)
Year 3	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	$12,432.00	$0.00	$12,432.00
Year 3	H00001	AB4 Camera Bundle	3	$509.40	$0.00	$509.40
Year 3	H00001	AB4 Camera Bundle	71	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Year 3	OSP10	Officer Safety Plan 10	74	$154,369.92	$0.00	$154,369.92
Year 3	ProLicense	Pro License Bundle	6	$3,041.99	$0.00	$3,041.99
Total				**$166,009.21**	**$0.00**	**$166,009.21**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,344.10)	$0.00	($4,344.10)
Year 4	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	$12,432.00	$0.00	$12,432.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00001	AB4 Camera Bundle	3	$509.40	$0.00	$509.40
Year 4	H00001	AB4 Camera Bundle	71	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Year 4	OSP10	Officer Safety Plan 10	74	$154,369.92	$0.00	$154,369.92
Year 4	ProLicense	Pro License Bundle	6	$3,041.99	$0.00	$3,041.99
Total				**$166,009.21**	**$0.00**	**$166,009.21**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($4,344.10)	$0.00	($4,344.10)
Year 5	73447	RESPOND DEVICE TO RESPOND DEVICE PLUS UPGRADE LICENSE	74	$12,432.00	$0.00	$12,432.00
Year 5	H00001	AB4 Camera Bundle	3	$509.40	$0.00	$509.40
Year 5	H00001	AB4 Camera Bundle	71	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Year 5	OSP10	Officer Safety Plan 10	74	$154,369.91	$0.00	$154,369.91
Year 5	ProLicense	Pro License Bundle	6	$3,041.99	$0.00	$3,041.99
Total				**$166,009.20**	**$0.00**	**$166,009.20**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00021456/21457 (originated via Q-198950) and is terminating that contract upon the new license start date (2/1/2024) of this quote. The parties agree that Axon is granting a refund of $21,720.50 to refund paid, but undelivered services. This discount is based on a ship date range of 1/1/2024-1/15/2024, resulting in a 2/1/2024 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. Shipments will be FOB destination and the title shall pass to the Agency upon acceptance of Axon Devices. If Agency does not provide a notice of rejection of Axon Devices within seven business days of receipt, the devices will be considered accepted by Agency. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the value of the Agreement Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or

contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables (**"SOW"**). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination.**

    16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price (**"MSRP"**) and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality.** **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	
Signature: DocuSigned by: 55DAEBB131A4424...	Signature:
Name: Robert Driscoll	Name:
Title: VP, Assoc. General Counsel	Title:
Date: 11/30/2023 | 12:21 PM MST	Date:

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock (**"Dock"**) access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (**"TAP"**) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan (**"OSP"**), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote (**"OSP Term"**).
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (**"BWC Upgrade"**) as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (**"Dock Upgrade"**). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes **"Duty Cartridge Replenishment Plan"**, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, **"Training Content"**), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (**"Trade-In Units"**) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal (**"Portal Content"**), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.
   1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
   1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
   1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.
2. **Purpose and License**.
   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.
4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:
   4.1. use API Service in any way other than as expressly permitted under this Agreement;
   4.2. use in any way that results in, or could result in, any security breach to Axon;
   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
   4.11. disclose Axon's API manual.
5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
   1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**"Channel Services SOW"**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software (**"Software"**) solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency (**"Software Documentation"**) or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-213
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Amended & Renewal Agreement with Tyler Technologies		
Summary:	The City has made considerable investment in the implementation and ongoing use of Tyler Enterprise. Tyler business systems provides the City with an organization-wide platform and fully integrated end-to-end business processes. With a common suite of systems, the City has the capability to drill into data and produce critical key performance indicators. With this renewal, the City will have the tools needed to continue internal process improvements, track, and monitor real-time metrics through common reporting tools and continue to improve customer-facing services.		
Financial Impact:	Funding for these services are included in Fund 205-Debt Service Fund. The FY 2022-23 budget includes $126,098.10 for June 1, 2023 through Sept 30, 2023. The FY 2023-24 budget includes $378,294.30 for Oct 1, 2023 through Sept 30, 2024.		
Citizen Impact:	These services provide the City with the tools needed to operate efficiently and effectively and continuously improve customer-facing services.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the contract amendment and renewal with Tyler Technologies, Inc.for 16 months commencing on the day following the expiration date/renewal date. After completion of the renewal term, the Agreement will renew automatically for additional 1 year terms at then-current SaaS Fees unless terminated in writing by either party at least 60 days prior to the end of the contract term.		
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031		
Attachments:	1. 23- 213 Tyler Renew & Amend (P23-0228G) 2. Tyler Munis Ormond Beach FL Amend 102523 (002)		

Approval:		
	Kelly McGuire, Finance Director	11/9/2023
	Claire Whitley, Assistant City Manager	12/8/2023
	Joyce Shanahan, City Manager	12/13/2023

RESOLUTION NO. 2023-213

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC, REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Tyler Technologies, Inc. ("Tyler") are parties to an agreement for an enterprise resource system document management program ("ERP"), including implementation, vendor hosting and maintenance services having an effective date of May 23, 2016 (the "Agreement"), and

WHEREAS, the parties desire to renew the ERP agreement as well as amend it to incorporate all services added subsequent to the effective date, and

WHEREAS, the City's professional staff recommends approval of the Amendment, a copy of which is attached hereto and incorporated herein by reference,

WHEREAS, the City Manager has certified that the money for the payment of the services in the amount of $504,392.40 has been appropriated to the credit of the Debt Service Fund (205) and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby approves the Amendment between the City and Tyler Technologies, Inc. renewing the existing ERP agreement and amending it to incorporate all services added subsequent to the effective date.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute the Amendment between the City and Tyler Technologies Inc. and to pay the cost thereof as provided herein from the Debt Service Fund (205). Said Amendment will be effective retroactively to June 1, 2023.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Ormond Beach, Florida, with offices at 22 South Beach Street, Ormond Beach, Florida 32174 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 23, 2016 ("Agreement"); and

WHEREAS, the Term of the Agreement expired May 31, 2023 ("Expiration Date");

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. SaaS Term. The term of the Agreement is hereby renewed for sixteen (16) months commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.

2. SaaS Fees.
    a. SaaS Fees, as detailed in the attached Sales Quotation, for the Renewal Term ($504,392.40) are due on the Amendment Effective Date ($126,098.10 for the period June 1, 2023 – September 30, 2023; $378,294.30 for the period October 1, 2023 – September 30, 2024).

    b. Subsequent annual SaaS Fees are invoiced annually in advance, beginning on the anniversary of the initial invoice date.

3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Ormond Beach, Florida
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By:	Cindy Chase
Quote Expiration:	04/20/24
Quote Name:	City of Ormond Beach - ERP - 2024 SaaS Renewal
Saas Term	1.0

Sales Quotation For:
City of Ormond Beach
22 S Beach St
Ormond Beach FL 32174-6386

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	$ 32,714.85
Bid Management	1	0	$ 3,760.05
BMI Asset Track Interface	1	0	$ 2,400.30
Capital Assets	1	0	$ 7,605.15
Cash Management	1	0	$ 6,200.25
Contract Management	1	0	$ 3,837.75
eProcurement	1	0	$ 6,039.60
Inventory	1	0	$ 7,042.35
Project & Grant Accounting	1	0	$ 6,412.35
Purchasing	1	0	$ 13,854.75
Human Resources Management			
HR Management	1	0	$ 4,901.40
Payroll w/ESS	1	0	$ 10,939.95
Recruiting	1	0	$ 1,770.30
Risk Management	1	0	$ 6,241.20

Revenue Management			
Accounts Receivable	1	0	$ 7,042.35
Cashiering	1	0	$ 12,839.40
Central Property File	1	0	$ 1,897.35
General Billing	1	0	$ 3,481.80
Utility Billing CIS	1	0	$ 26,446.35
Utility Billing Meter Interface	1	0	$ 8,160.60
Civic Services			
Business Management Suite - Site License	1	0	$ 16,095.45
Citizen Self Service (Tyler Hosted)	1	0	$ 6,639.15
Civic Access - Business Management	1	0	$ 10,734.15
Civic Access - Community Development	1	0	$ 10,734.15
Community Development Suite	30	0	$ 46,810.20
e-Reviews	1	0	$ 12,213.60
Enterprise Permitting & Licensing Mobile	10	0	$ 5,361.30
Enterprise Service Requests	1	0	$ 5,421.15
Parks and Recreation	1	0	$ 10,557.75
Enterprise Asset Management			
Asset Maintenance - Site License	1	0	$ 11,671.80
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 18,463.20
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 8,050.35
Open Finance	1	0	$ 15,750.00
Additional			
ACFR Statement Builder	1	0	$ 8,409.45
Enterprise Forms Processing (including Common Form Set)	1	0	$ 5,903.10
GIS	30	0	$ 8,050.50
Integrations			
EERP 3rd Party IVR API Connector	1	0	$ 3,840.90
	TOTAL	**0**	**$ 378,294.30**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 378,294.30
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 378,294.30**
Contract Total	**$ 378,294.30**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business

Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Enterprise Permitting Licensing powered by EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of xUBT1 unique business transact

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-214
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	JPA with Volusia Co. Utility Adjustments Associated with Williamson Blvd Widening		
Summary:	Request to authorize the execution of a Joint Participation Agreement (JPA) with the Volusia County for funding to allow for the relocation and installation of Utilities within the Williamson Boulevard Right-of-Way in association with Volusia County's Road Widening Project. In March 2021, Volusia County contracted with MetaWorld Civil Consulting for the Williamson Blvd widening improvements. City staff have been working with both the County and Metaworld to review the widening plans. The final design plans call for the City to relocate approximately 710 Linear Feet (LF) of force main and 770 LF of water main in order to accommodate the proposed drainage system. The relocations are required as the City's utilities are within the County's right-of-way. This JPA allows for the County to include the City's utility relocation in the same bid as the rest of the County's roadway improvements. This is beneficial for both entities, as the City's utility work will not slow down the County's Contractor, and the City benefits from the economy of scale of the much larger County project.		
Financial Impact:	The County will competitively bid the Williamson Boulevard widening project including the City's utility relocation work. The City would only be responsible for the work associated with the utility relocation. City staff estimate the cost of this work to be $247,500. This project was budgeted in Fiscal Year 2021-2022, Fund 409-Water and Wastewater R&R has sufficient funds to cover the estimated construction costs.		
Citizen Impact:	Utilization of this JPA ensures the installation of the utilities does not prolong the disruption of the traveling public. The new facilities will be		

	outside the asphalt, further ensuring that any future repairs do not impact the traveling public.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the JPA for utility adjustments concerning Williamson Boulevard widening in the amount not to exceed $247,500.
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292
Attachments:	1. 23-214 JPA Utility Relocate (P23-0236G) 2. Volusia County JPA
Approval:	Kelly McGuire, Finance Director 12/12/2023 Claire Whitley, Assistant City Manager 12/12/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-214

A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING UTILITY RELOCATION ON WILLIAMSON BOULEVARD FROM STRICKLAND RANGE ROAD TO HAND AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires enter into a Joint Project Agreement ("JPA") with the County of Volusia regarding utility relocation on Williamson Boulevard from Strickland Range Road to Hand Avenue ("the Project"), and

WHEREAS, the City Manager has certified that $247,500.00 for the utility relocation will be obtained from the Water & Wastewater Renewal & Replacement Fund (409) and that these funds have not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Joint Project Agreement between the City and the County of Volusia, regarding utility relocation on Williamson Boulevard from Strickland Range Road to Hand Avenue, a copy of said Joint Participation Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH FOR UTILITY ADJUSTMENTS CONCERNING WILLIAMSON BOULEVARD WIDENING

Project No. P-5805

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Ormond Beach** (CITY), a municipal corporation of the State of Florida, for adjustments to the CITY's utility adjustments within the COUNTY's right-of-way and in collaboration with the COUNTY's road construction work on a portion of Williamson Boulevard (such collaboration is referred to as JOINT PROJECT). Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the COUNTY is constructing, reconstructing, improving or otherwise changing a portion of Williamson Boulevard from Strickland Range Road to Hand Avenue designated by the COUNTY as Project #5805 which is described hereafter as "COUNTY's Road Work"; and

WHEREAS, the CITY desires to make adjustments to utility adjustments within the right-of-way of the COUNTY's Road Work to include relocating an existing 16" water line which will include installation of approximately 770 LF of 16" water main, approximately 710 LF of 8" force main, and relocation of the CITY's and City of Daytona Beach's potable water interconnect vault and associated piping and controls, and removal of existing potable water appurtenances; and

WHEREAS, the CITY has prepared, at its expense, design drawings and specifications for above said utility work which is described hereafter as the "CITY's Utility Work"; and

WHEREAS, the CITY has furnished the COUNTY with a complete set of design drawings and specifications including a "summary of quantities" sheet covering all construction requirements of the CITY's Utility Work; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this AGREEMENT providing for construction of the COUNTY's Road Work and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY; and

WHEREAS, the CITY, by this AGREMENT, agrees to assume all costs incurred for the CITY's Utility Work; and

WHEREAS, the term "costs incurred for the CITY's Utility Work" shall include the entire amount to be paid by the CITY that is properly attributed to such utility work.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties

and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

A. The above recitals are incorporated herein and form a material part of this Agreement.

B. MUTUAL COOPERATION

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the COUNTY's Road Work and the CITY's Utility Work within the limits of the COUNTY's Road Work as included in the CITY's and the COUNTY's design drawings and specifications. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

C. CITY RESPONSIBILITIES

1. BID DOCUMENTS

At its sole cost and expense, the CITY shall prepare and provide to the COUNTY all necessary plans, permits, and documents relating to the CITY's Utility work for inclusion of the CITY's Utility work in the bid documents for the COUNTY's Road Work. The CITY shall provide to the COUNTY all final and complete plans and documents relating to the CITY's Utility Work for inclusion in the COUNTY's bid documents.

Each Party shall be responsible for the accuracy and completeness of its own plans and documents.

2. UTILITY WORK PLANS

All of CITY's Utility Work on the JOINT PROJECT is to be done according to design drawings and specifications as prepared and approved by the CITY. The CITY will be responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and will also be responsible for any changes in the CITY's design drawings in the information as furnished by the CITY. The COUNTY will be responsible for the accuracy of the COUNTY's Road Work information supplied to the CITY for use in the drawings preparation. The construction contract will include the provision that the contractor's insurance requirements and warranties for the CITY's Utility Work will apply to both the COUNTY and CITY.

3. PLAN COORDINATION

The CITY agrees to coordinate its plans for the CITY's Utility Work with the

COUNTY's Road Work plans to avoid conflict or construction delays. The CITY shall work proactively with the COUNTY to eliminate any conflicts that may exist between the CITY's Utility work and the COUNTY's Road Work. The basis of survey and other survey information for the CITY's Utility Work shall be consistent with the COUNTY's Road Work plans.

4. CONFLICTS

The Parties expressly agree that the COUNTY's Road Work shall take priority over the CITY's Utility Work. The CITY's Utility Work shall be designed, located or relocated, as possible, to avoid conflict between CITY's Utility Work and the COUNTY's Road Work. Any conflicts between the existing or proposed facilities in the COUNTY's Road Work and the CITY's Utility Work shall be coordinated with the CITY and shall be adjusted or relocated to adequately accommodate the COUNTY's Road Work at the CITY's sole expense.

5. CITY REPRESENTATIVES

At its own expense, the CITY shall provide a knowledgeable representative to respond to any CITY's Utility Work related questions during the advertisement and bidding of the COUNTY'S Road Work. The CITY shall also provide a knowledgeable representative to attend and participate in any project meetings prior to and during the performance of the CITY'S Utility Work.

At its own expense, the CITY shall provide for the review and approval of shop drawings and any other submittals relating to the CITY's Utility Work during the construction of the COUNTY's Road Work. The review and approval of any shop drawings and submittals shall be performed in a timely manner and shall not delay the COUNTY's Road Work.

At its own expense, the CITY shall provide one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. At its own expense, the CITY shall provide for all testing required for the CITY's Utility Work, including but not limited to soil density and compaction testing. Field survey control, if required by the CITY for the CITY's Utility Work, shall be furnished to the CITY by the COUNTY.

During construction, the CITY's on-site technician shall furnish the County Engineer, or other duly appointed designee, with daily progress reports or diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction shall be immediately reported to the County Engineer, or other duly appointed designee, and the COUNTY shall maintain all necessary controls relative to the quality of construction. The CITY's on-site technician shall not communicate directly with the contractor's field representatives, but instead, shall communicate through the County Engineer, or other duly appointed designee.

D. COUNTY'S RESPONSIBILITIES

1. PROJECT SUPERVISION

The COUNTY shall provide overall supervision to assure the JOINT PROJECT is constructed in compliance with all approved drawings and specifications. The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section C.5.

2. ROAD WORK PLANS

The COUNTY has provided to the CITY one PDF copy and one AutoCAD format copy of the COUNTY's Road Work plans. If necessary, the CITY shall be responsible for the conversion of the COUNTY'S Road Work plans to any other format at its own expense.

E. PROJECT PROCESS

1. BID DOCUMENTS

The COUNTY shall be responsible for the assembly of all necessary bid documents for the COUNTY'S Road Work and the CITY's Utility Work. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the COUNTY's Road Work and the CITY's Utility Work. The plans, specifications and bid documents for the CITY's Utility Work shall be separately labeled as "CITY's Utility Work" for clarification. The COUNTY's contract documents will apply to both the COUNTY's Road Work and the CITY's Utility Work.

2. NOTIFICATION & AWARD

The COUNTY shall receive, open and evaluate all bids and award the contract concurrently for the combined CITY's Utility Work and the COUNTY's Road Work. The cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY will not award the JOINT PROJECT without prior review and acceptance by the CITY of the CITY's Utility Work portion of the bid and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice, including the CITY's intent to exercise any options permitted by this paragraph. The notice to the CITY by the COUNTY shall include the amount of the CITY's Utility Work listed separately. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the combined COUNTY's Road Work and CITY's Utility Work; however, the COUNTY reserves the right to select and award the contract based on the lowest responsive and responsible bid for the COUNTY's Road Work or the CITY's Utility Work. Before the COUNTY considers awarding the contract to the lowest responsive and responsible bidder for the CITY's Utility Work, the CITY shall submit a formal written request to the COUNTY agreeing to pay any difference between the bid for the COUNTY's Road Work associated with the CITY's selection, and the lowest responsive and responsible bid for

the COUNTY's Road Work. The COUNTY will not award the JOINT PROJECT without receipt of a CITY purchase order within ten (10) days of the COUNTY notifying the CITY of the COUNTY's decision to award the contract.

The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the CITY's Utility Work which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor. The CITY shall notify the COUNTY of any subcontractor deemed unacceptable due to cause within the same ten (10) day review period noted above.

3. NO OBLIGATION

The COUNTY is under no obligation to accept any of the bids received at the bid opening for the combined COUNTY's Road Work and CITY's Utility Work, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

4. CHANGE ORDERS

If any adjustments, relocations, repair and incidentals are required to be made to the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, they shall be the sole responsibility and expense of the CITY and must be accomplished in written form with a description of the changed work and a sketch in a form acceptable to the COUNTY. The COUNTY shall review the change order documents only for their effect on COUNTY's Road Work and the overall cost of the contract. An authorized CITY representative shall review and approve by signing all change order documents relating to the CITY's Utility Work prior to the COUNTY's approval. The CITY shall amend its purchase order to reflect any approved change orders. All such work shall be coordinated with the construction of the COUNTY's Road Work and in a manner that will not cause inordinate delay or expense to the road contractor. If any changes are required to be made to the COUNTY's Road Work that impacts the CITY's Utility Work resulting from this JOINT PROJECT, not included in this Agreement, the CITY shall be given prompt notice and the opportunity to evaluate the changes and provide input, including the method used to measure the additional amount to be paid by the CITY, prior to the COUNTY's approval of the changes with the goal of minimizing the impacts to the CITY's Utility Work.

5. CONSTRUCTION

All services and work under the construction contract shall be performed to the

satisfaction of the County Engineer. All questions, difficulties and disputes of whatever nature which may arise under the construction contract for CITY'S Utility Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Engineer after consultation with the CITY. The decision of the County Engineer upon all such questions, difficulties and disputes thereunder shall be final. However, the County Engineer's exercise of such decision-making authority will not authorize the Engineer to waive the requirement in Section C.2., above, that all of the CITY's Utility Work must be done in accordance with the CITY's design drawings and specifications. The County Engineer's authority is subject to the CITY's right to select the method of compensation for change orders consistent with the construction contract for the JOINT PROJECT.

The salvage value of any materials related to the CITY's Utility Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

6. OWNERSHIP

Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's utility facilities involved, according to the COUNTY's terms of the standard use permit required by the COUNTY's ordinance for occupancy of public rights-of-way. The CITY agrees that it shall:

(a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY road; and

(b) Comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking; and

(c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

F. CITY FUNDING

The CITY warrants that sufficient funds to cover the CITY's Utility Work will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the costs of the CITY's Utility Work, including any administrative, change order or contingency costs identified by the COUNTY. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's Utility Work prior to the award of a contract for the JOINT PROJECT. The COUNTY will prepare and deliver an invoice for the cost of the CITY's Utility Work to the CITY monthly as the CITY's Utility Work is completed and the contractor submits pay requests. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: City of Ormond Beach, Alex

Schumann, P.E., 22 South Beach Street, Suite 104, Ormond Beach, FL 32174.

Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

G. INDEMNIFICATION

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

H. MISCELLANEOUS

1. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the Parties regarding the COUNTY's Road Work and CITY's Utility Work as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

2. AMENDMENT

This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

3. SEVERABILITY

In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

4. LAW/VENUE

The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

5. NOTICES

Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: GEORGE RECKTENWALD
COUNTY MANAGER
123 WEST INDIANA AVENUE
DELAND, FL 32720

COPY TO: TADD KASBEER, P.E.
COUNTY ENGINEER
123 WEST INDIANA AVENUE
DELAND, FL 32720

TO CITY: CITY OF ORMOND BEACH
ATTN: JOYCE SHANAHAN
22 S. BEACH STREET
ORMOND BEACH, FL 32174

COPY TO: CITY OF ORMOND BEACH
ATTN: SHAWN FINLEY, P.E.
PUBLIC WORKS DIRECTOR
22 SOUTH BEACH STREET
ORMOND BEACH, FL 32174

6. COUNTY FUNDING

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the COUNTY's Road Work.

7. EFFECTIVE DATE/TERM

This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY.

8. FORCE MAJEURE

Neither the COUNTY nor the CITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9. ASSIGNMENT

No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

10. HEADINGS

All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

11. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

12. EXECUTION OF DOCUMENTS; RECORDING

This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
JOYCE SHANAHAN
CITY MANAGER

CITY OF ORMOND BEACH, FLORIDA

BY: _____
BILL PARTINGTON
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
RANDY HAYES
CITY ATTORNEY

ATTEST:

GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

THOMAS R. (RUSS) BROWN, III
SR. ASSISTANT COUNTY ATTORNEY

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-216
Strategic Goal:	Economic Development		
Department:	Economic Development - Airport		
Subject:	FBO Category 4 Certification - Bullard Aviation Services, Inc.		
Summary:	Bullard Aviation Services, Inc. (BAS) at the Ormond Beach Municipal Airport is a Florida Corporation located at 85 Hangar Way, Hangar No.10. BAS currently leases and occupies 3,900 square feet of hangar and office space in Hangar 10. BAS is applying for FBO Category 4 status because the company intends to function as an aircraft sales business in the city. The FBO application submitted by BAS includes a detailed description of Mr. Franklin C. Bullard's aviation background, financial status and prior business experience. BAS has built-out the interior of Hangar No. 10 to create an aircraft display and storage area, as well as the required office area and an approved bathroom. Mr. Bullard is a qualified and experienced aviator. Staff at BAS includes an Airline Transport Pilot who is FAA certified as an aircraft mechanic and flight instructor, and BAS is a FAA Registered Aircraft Dealer. Ormond Beach City Code Sec. 3.3-63 requires the following for Category 4 FBO status: 1. Have available a certified and currently airworthy aircraft for sale; 2. Have a minimum of one fully qualified demonstrator pilot employed with current and appropriate pilot and medical certificates; and 3. Lease or provide, under terms acceptable to the city, for this exclusive use a minimum of two hundred (200) square feet of office space. In addition to the items listed above, the City Code further states that a fixed base operator must meet the following minimum standards:		

	• Execution of a written lease for not less than 3 years; and • Technical and financial ability to perform the proposed services before any lease of airport property for such an operation shall be executed. Mr. Bullard is a partner in KOMN Hangar Investors, and they are the master lessee of the airport property that includes Hangar 10. Staff interviewed the applicant to assess their ability to meet the financial and technical ability requirements for FBO Category 4. Corporate records and financial data, coupled with the lease of Hangar No. 10 and the statement of business qualifications and experience provided by the applicant, support an assessment that the applicant has met the minimum standards and is capable of proceeding with the FBO business plan. In accordance with Section 3.3-48 of the Code of Ordinances, the Airport Manager has determined that BAS meets all of the requirements for FBO Category 4 for their intended use.
Financial Impact:	Approval of this FBO request will have no financial or budgetary impact, as BAS already controls the required hangar space at the airport.
Citizen Impact:	Approval of this FBO request will permit a new Ormond Beach based business to begin small scale, aircraft sales operations at the airport.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Resolution authorizing Fixed Base Operator Category 4 for Bullard Aviation Services, Inc.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	1. 23-216 Bullard Aviation Cat 4 (P23-0234G) 2. FBO APPLICATION - Bullard Aviation 3. FBO Application Addendum Part 1 of 2 4. FBO Application Addendum Part 2 of 2 5. Bullard Aviation Services Hangar(s) Lease - KOMN 6. KHI Lease Agreement 7. 1st Amendment to KHI Lease Agreement 8. Site Map
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-216

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

WHEREAS, Bullard Aviation Services, Inc. is a Florida Corporation located at the Ormond Beach Municipal Airport, 85 Hangar Way, Hanger No. 10, in Ormond Beach, and

WHEREAS, Bullard Aviation Services, Inc. has submitted an application to provide services as a "fixed base operator" in Category 4, as set forth in Chapter 3.3, Article IV, Division 2, *Code of Ordinances*, and

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

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

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

SECTION ONE. The application of Bullard Aviation Services, Inc. to establish an operation at the Ormond Beach Municipal Airport as a "fixed base operator" in Category 4 (Aircraft sales) is hereby approved.

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

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

APPLICATION FOR
FIXED BASE OPERATOR STATUS
AT
ORMOND BEACH MUNICIPAL AIRPORT

APPLICANT INFORMATION:

Company Name: Bullard Aviation Services, Inc.

Address: 85 Hangar Way Hangar 10

Ormond Beach, FL 32174

Telephone No.: (386) 547-0600 FAX No.: (___) N/A

Name & Title of Principals in Company:

Franklin C. Bullard, President

Leah D. Branham, Vice President

FIXED BASE OPERATOR CATEGORY BEING APPLIED FOR:

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

GENERAL REQUIRED INFORMATION:

☑ Attach copy of written lease for airport property (at least three (3) Years) On file

☑ Attach dimensional floor plan for hangar area, showing usages/areas required for requested category(ies) On file

☑ Attach statement as to applicants "technical" ability to perform the proposed services, and copies of any licenses or certifications as appropriate

☐ Attach copies of applicant's financial statements for past three (3) years & projected financial statements for future two (2) years Start up corporation

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

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

___ Does applicant's facility at airport provide for 1,350 sq. ft. of adequately lighted & environmentally controlled space to provide a separately enclosed waiting room, a pilot lounge and/or a conference room, with telephone service to flight service?

___ Does applicant's facility provide a public telephone & sanitary public restrooms?

___ Will pilot supplies be available for purchase?

___ Attach a statement demonstrating the applicant's capability to perform minor aircraft repairs and ability to perform annual inspections.

___ Does the applicant's facility at airport provide for a minimum of 3,500 sq. ft. of shop and hangar space as a repair station?

___ Does the applicant's facility at airport provide for storage of fuel in aboveground tanks to provide and maintain an adequate supply for each grade of aviation fuel usually required for aircraft using the airport?

___ Does the applicant's facility at airport maintain pumping equipment meeting all applicable safety requirements with reliable metering devices subject to independent inspection with a pumping efficiency capable of servicing all aircraft normally using the airport?

___ Will the applicant have personnel on full-time duty during normal business hours of 8:00 a.m. to 8:00 p.m. seven (7) days per week and also available on thirty (30) minutes call during other hours?

___ Will the applicant utilize a city assigned ramp tie-down area for a minimum of five (5) transient aircraft; tie-down lines shall be provided and personnel and equipment shall be available to efficiently and safely move and park aircraft?

___ Will the applicant provide for equipment to safely remove disabled aircraft from public landing areas as soon as permitted by authorities, with such removal being at the owner's expense (and the applicant shall exercise due care and diligence in the removal)?

Category 2: Flight instruction & aircraft rental

___ Will applicant have available on a full-time basis a minimum of one (1) currently certified instructor pilot?

___ Will applicant provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of the applicant?

___ Will applicant's facility at the airport provide 500 sq. ft. for the exclusive use of a separated classroom and office space?

___ Will applicant's facility at the airport provide a public telephone and sanitary public restroom?

___ Will applicant ensure that personnel operating rental equipment obtained from the applicant possess appropriate and current approved Federal Aviation Administration pilot and medical certificates?

Category 3: Air taxi operators and charter

___ Will applicant have available on a full-time employment basis a minimum of one (1) properly certified pilot with current commercial and instrument ratings and comply with all Federal Aviation Regulations to applicable air taxi operations?

___ Will applicant's facility at airport provide 800 sq. ft. for the exclusive use of a passenger shelter?

___ Will applicant's facility at the airport provide a public telephone and sanitary public restroom?

___ Will applicant provide, and at all times maintain, an aircraft currently certified and continuously airworthy, and owned or leased by and under the exclusive control of the applicant?

___ Is applicant properly certified by the Federal Aviation Administration for air charter and air taxi service?

Category 4: Aircraft sales

_Y_ Will applicant always have available a certified and currently airworthy aircraft for sale?

_Y_ Will applicant have a minimum of one (1) full qualified demonstrator pilot employed with current and appropriate pilot and medical certificates from the Federal Aviation Administration?

_Y_ Will applicant's facility at the airport provide 200 sq. ft. of exclusive use space as an office for aircraft sales?

Category 5: aircraft, engine, propeller and accessory maintenance

___ Will applicant's facility at the airport provide 3,000 sq. ft. of exclusive use space as a hangar, shop, and storage space?

___ Will applicant furnish facilities and equipment for airframe and power plant repairs with at least one (1) A&P mechanic duly certified by the Federal Aviation Administration, and such other personnel as may be necessary (such airframe and power plant repairs shall include facilities for both major and minor repair of aircraft and engines used in private aviation)? **Attach statement indicating estimated number of employees and any certifications.**

___ Attach statement demonstrating the applicant's ability to, and assume responsibility for, promptly removing from the public landing area as soon as permitted by the appropriate authorities, any disabled aircraft.

Category 6: Radio & instrument repair service

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

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

___ Will applicant provide satisfactory arrangements for storage of aircraft being worked on?

Category 7: Airship Operations

___ Will applicant's facility at the airport provide 25,000 sq. ft. of exclusive use space as a hangar, shop, and storage area?

___ Will applicant have available on a full-time basis a minimum of one (1) properly certified pilot with current commercial airship ratings and comply with all Federal Aviation regulations to applicable airship operations?

___ Will applicant provide, and at all times maintain, an airship currently certified and continuously airworthy, owned or leased by and under the exclusive control of the applicant, properly certified for airship operations?

Category 8: Specialized Aviation Service Operation

___ Will applicant lease or provide, under terms acceptable to the city, for this exclusive use a facility located on the airport of appropriate size to accommodate the services being offered, be accessible to the flying public, and be marked with appropriate signage?

___ Will applicant employ personnel properly certified by the Federal Aviation Administration to provide and support the types of services and activities which will be offered under this category?

___ Will applicant make provisions to have appropriate personnel in attendance at the facility at all times during posted business hours?

___ Will applicant who does not have posted business hours provide for adequate means of contacting the applicant to arrange for appointments and agree to contact potential customers within not less than 24 hours of the original inquiry for service?

___ Will applicant provide to the Airport Manager and keep current a written statement of names, addresses, and contact information for all personnel responsible for the operation and management of the SASO?

Attach exhibits for any question requiring additional information.

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

FC Bullard

Applicant's Signature

Printed name: Franklin C. Bullard

Title: President

Date: 11-20-2023

BULLARD AVIATION SERVICES, INC.

AIRCRAFT SALES

FRANKLIN C. BULLARD

"WE SPECIALIZIZE IN QUALITY USED BEECHCRAFT SINGLES AND TWINS"

85 HANGAR WAY #10 ORMOND BEACH, FL 32174

US DOT FAA CERTIFICATE # D007433

305-793-6397

December 2, 2023

RE: Business Qualifications & Experience

To Whom It May Concern:

I, Franklin C Bullard, have on this date prepared this list of some of my current, as well as some of my past business and professional affiliations, in an effort to demonstrate my ability to successfully operate a profitable aircraft sales business at the Ormond Beach Florida municipal airport. I have also attached a current letter from one of my bankers to show my financial responsibility to fund the business as necessary. Personally, I am have been a full time resident of the City of Ormond Beach, FL since 1998. I have owned and lived in the same home in Ormond Beach since 2000. Additionally, I own other pieces of commercial real-estate in both Volusia County as well as in other states. I currently am the owner of hangar #10 of the KOMN Condominium Association, Inc. complex as well as a partner in hangar #3 of that same complex. I am also a partner in KOMN Hangar Investors, LLC and we currently have a long lease with the city of Ormond Beach on additional acreage that we are currently planning to develop in the future. I also currently have three T-hangars leased on a yearly basis from MAC Charter in the Sunrise MAC Charter FBO 2 complex that I utilize for additional aircraft storage. I am personally debt free, as are all of the company and corporate affiliations that I am involved in. The current retail value of the aircraft inventory that I "Bullard Aviation Services, Inc." have on hand is in excess of $1M. I have been buying and selling airplanes since 1986. I have purchased and resold over 100 airplanes as well as several rotorcraft. I have been a federally licensed aircraft dealer for several years. My current FAA DOT License number is D007433.

Below is only a partial list of some of my past and current business / professional affiliations.

United States Air Force 1982-1988 (One of my AFSC's was aircraft mechanic)
Licensed pilot since 1987 (Current)
Owner and operator of Bullard Trucking Company January 1985 to 1990
Owner and operator "President" Bullard Transportation Services, Inc. 1990 to 2020
Owner and operator "President" American Aviation, Inc. 1995 - 2000
Owner and operator "President" Logistical Transport, Inc. 2020 to current
Owner operator "President" A1 Reliable Air Conditioning, Inc. 2010 to current
Partner in KOMN Hangar Investors, LLC 2020 to current
KOMN Condominium Association, Inc. 2020 to current, current officer "President"
Owner and operator "President" Bullard Aviation Services, Inc. "President" 2022 to current
Nicholas County Airport Authority 1989 to 1990 "Chairman for one year"
Central West Virginia Regional Airport Authority 1991 to 1996 "Served on the FBO Executive Committee"

I contract with several pilots, as well as various maintenance shops, to pick up, demonstrate, deliver, upgrade and repair the aircraft inventory that I have for sale.

Bullard Aviation Services, Inc.
CURRENT INVENTORY:
Beechcraft Baron model #95-B55 Reg: N1683W SN: TC-1526
Beechcraft Bonanza model # BE-35 Reg: N6808S SN: D9852
Beechcraft Bonanza model # BE-36 Reg: N700SS SN: E-1248

I have a well apportioned sales office of just under 400 sq ft in which to conduct closings and other FBO related business. I also have a unisex bathroom. Both the office and bathroom are ADA compliant.

I have several dedicated vehicle parking spaces, for drive in customers, with two dedicated ADA vehicle parking spaces, as well as several thousand square feet of ramp space for temporary aircraft parking for our customers who fly in.

If additional information or documentation is needed to demonstrate my personal ability, or my financial responsibility, to successfully operate a Category 4 FBO, please advise.

Thank you,

FC Bullard
Franklin C. Bullard

12/02/2023
Date

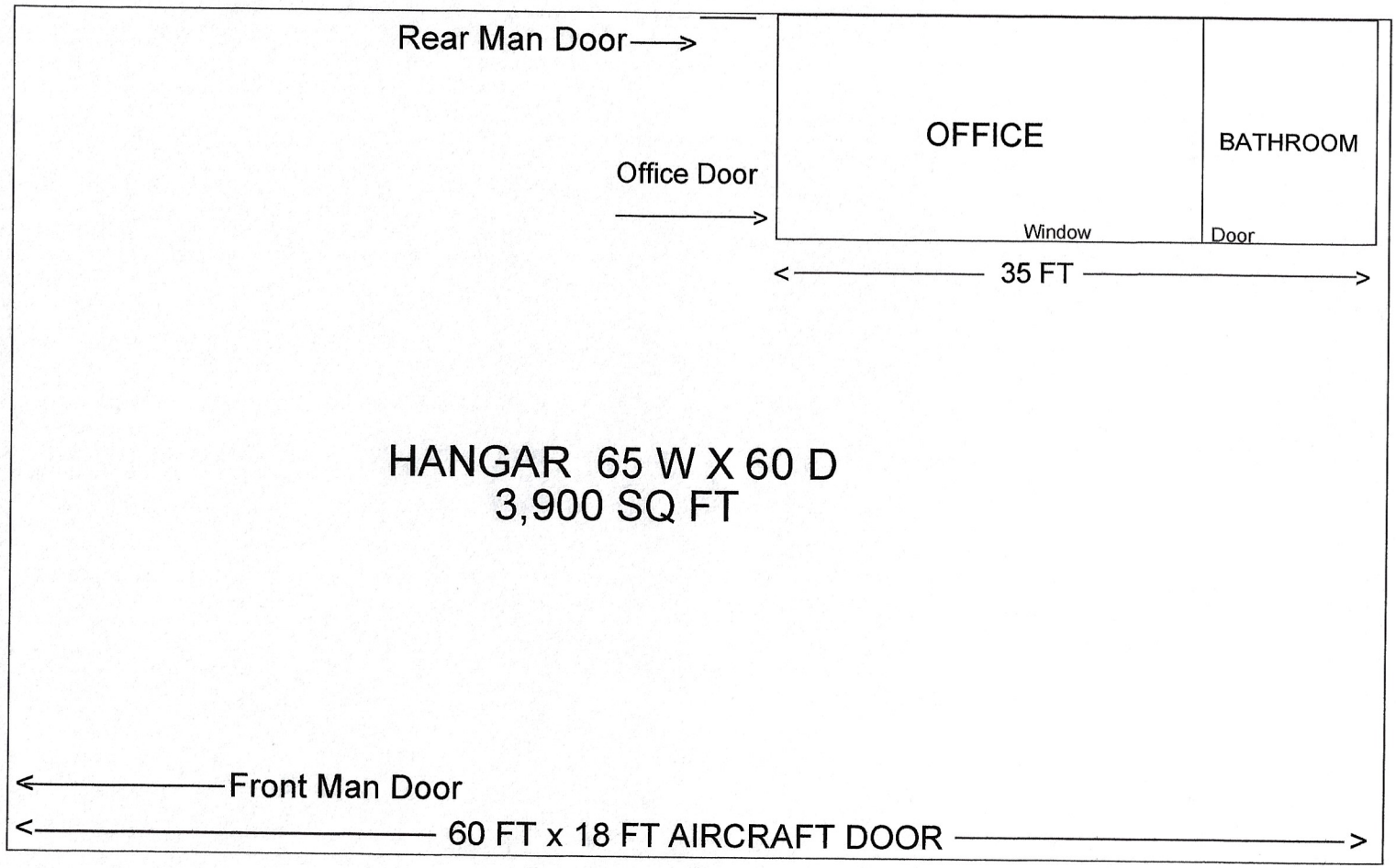
*** END OF DOCUMENT ***

THIS DRAWING NOT TO SCALE

BULLARD AVIATION SERVICES, INC.

HANGAR #10

85 HANGAR WAY ORMOND BEACH, FL 32174



65 FT X 52 FT

AIRCRAFT RAMP

THIS DRAWING NOT TO SCALE

SeacoastBank

December 1, 2023

Bullard Aviation Services, Inc
85 Hanger Way Hanger 10
Ormond Beach, FL 32174

Re: Account balance letter

To Whom it may concern:

Please accept this letter as verification that Frank Bullard of Bullard Aviation as of December 1, 2023 has in excess of 1,000,000.00 on deposits in liquid funds at Seacoast bank.

Please contact Thomas MacDonald if you have any questions.

Thomas MacDonald

Seacoast Bank
Ormond Beach Office
175 W. Granada Blvd
Ormond Beach, FL 32174
386.898.0303







UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINSTRATION

DEALER'S AIRCRAFT REGISTRATION CERTIFICATE

DATE OF ISSUE	DATE OF EXPIRATION	CERTIFICATE NO.
Mar 21, 2023	Mar 20, 2024	D007433

ISSUED TO

BULLARD FRANKLIN C
115 RIO PINAR DR
ORMOND BEACH FL 32174-3824

THIS CERTIFICATE IS VALID ONLY IN CONNECTION WITH USE OF THE AIRCRAFT UNDER SECTION 47.69 OF THE FEDERAL AVIATION REGULATIONS.

(See reverse side)

The above manufacturer or dealer has complied with Sections 47.63 and 47.65 of the Federal Aviation Regulations. This aircraft is a registered civil aircraft of the United States under 49 USC 44103 when this certificate is carried in the aircraft and the aircraft (1) is owned by the above manufacturer or dealer, and (2) is operated for a purpose permitted in Section 47.69 of the Federal Aviation Regulations.

Billy Nolen

Acting Administrator

U. S Department Of Transportation
Federal Aviation Administration

AC FORM 8050-5 (5-08)

Attention commercial locations, the following certification applies to all new and renewed business tax receipts:

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

F

PSEMPZ-B

7866417

Patent Number US 7,975,904 B2

BTR-2024-000016

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: $130.13
Valid: 11/27/23 - 9/30/24

Classification	Comments/Restrictions	Location / Phone
Light Industrial Uses		**85 HANGAR WAY, #10** **(386) 547-0600**

Bullard Aviation Services Inc
FRANKLIN C Bullard
85 HANGAR WAY #10
ORMOND BEACH, FL 32174-3824

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

See Reverse Side For Easy Opening Instructions

0702
City of Ormond Beach
Building Department
PO Box 277
Ormond Beach, FL 32175-0277

IMPORTANT! YOUR BUSINESS TAX RECEIPT IS ENCLOSED!
#BTR-2024-000016

FIRST CLASS MAIL

00057 10/19/23

FLORIDA

Certificate of Registration

DR-11
R. 10/23

Issued Pursuant to Chapter 212, Florida Statutes

74-8019259772-7	10/16/23
Certificate Number	Registration Effective Date

This certifies that

BULLARD AVIATION SERVICES, INC.
85 HANGAR WAY
ORMOND BEACH FL 32174-6627

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

This is your Sales & Use Tax Certificate of Registration.
Detach and Post in a Conspicuous Place.

Notify the Department immediately if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting **floridarevenue.com/taxes/updateaccount**.

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.

Below is your Florida Annual Resale Certificate for Sales Tax.
New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.

DR-11R, R. 10/23

FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address
BULLARD AVIATION SERVICES, INC.
85 HANGAR WAY
ORMOND BEACH FL 32174-6627

Certificate Number
74-8019259772-7

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

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

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

FLORIDA

2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

BULLARD AVIATION SERVICES, INC.
85 HANGAR WAY HNGR 10
ORMOND BEACH, FL 32174-6627

Certificate Number

74-8019259772-7

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

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

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

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

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

Online: Visit **floridarevenue.com/taxes/certificates**

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

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

FLORIDA

2024 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address

BULLARD AVIATION SERVICES, INC.
85 HANGAR WAY HNGR 10
ORMOND BEACH, FL 32174-6627

Certificate Number

74-8019259772-7

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- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
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Online: Visit **floridarevenue.com/taxes/certificates**

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

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

State of Florida
Department of State

I certify from the records of this office that BULLARD AVIATION SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on June 30, 2022, effective July 1, 2022.

The document number of this corporation is P22000053370.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 28, 2023, 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 Twenty-eighth day of February, 2023



Secretary of State

Tracking Number: 6382753162CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

I. UNITED STATES OF AMERICA XI

Department of Transportation - FEDERAL AVIATION ADMINISTRATION

THIS CERTIFIES IV.

THAT FRANKLIN CLAY BULLARD
PO BOX 205 ST RT 4
MAYSEL WV 25133

DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES	SEX	NATIONALITY VI
12-04-64	72 IN.	190	BROWN	BLUE	M	USA

IX. HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II. PRIVATE PILOT III. CERT NO. 236804332

RATINGS AND LIMITATIONS

XII. AIRPLANE SINGLE ENGINE LAND

XIII.

VII. Franklin C Bullard X.
SIGNATURE OF HOLDER

X. DATE OF ISSUE 12-11-87 VIII.

Allan McArtor
ADMINISTRATOR

AC Form 8060-2 (8/87) Supersedes previous edition


I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
IV NAME
FRANKLIN CLAY BULLARD
V ADDRESS 115 RIO PINAR DR
ORMOND BEACH FL 32174-3824
VI NATIONALITY USA
IVa D.O.B. 4 DEC 1964
SEX HEIGHT WEIGHT HAIR EYES
M 72 248 BROWN BLUE
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II PRIVATE PILOT
III CERTIFICATE NUMBER 4061755
X DATE OF ISSUE 2 DEC 2017
XIV
VIII ADMINISTRATOR


I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION
IV NAME
WAYNE EDWARD LUGINBUHL
V ADDRESS 651 ELK RIVER DR
ORMOND BEACH FL 32174-1513
VI NATIONALITY USA
IVa D.O.B. 25 APR 1948
SEX HEIGHT WEIGHT HAIR EYES
M 74 245 GRAY HAZEL
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II AIRLINE TRANSPORT PILOT
III CERTIFICATE NUMBER 1828774
X DATE OF ISSUE 29 DEC 2012
XIV
VIII ADMINISTRATOR


I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION
IV NAME
WAYNE EDWARD LUGINBUHL
V ADDRESS 651 ELK RIVER DR
ORMOND BEACH FL 32174-1513
VI NATIONALITY USA
IVa D.O.B. 25 APR 1948
SEX HEIGHT WEIGHT HAIR EYES
M 74 245 GRAY HAZEL
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II MECHANIC
III CERTIFICATE NUMBER 1828774
X DATE OF ISSUE 29 DEC 2012
XIV
VIII ADMINISTRATOR


I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION
IV NAME
WAYNE EDWARD LUGINBUHL
V ADDRESS 651 ELK RIVER DR
ORMOND BEACH FL 32174-1513
VI NATIONALITY USA
IVa D.O.B. 25 APR 1948
SEX HEIGHT WEIGHT HAIR EYES
M 73 190 GRAY HAZEL
IX HAS BEEN FOUND PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF
II FLIGHT INSTRUCTOR
III CERTIFICATE NUMBER 1828774CFI
X DATE OF ISSUE 18 MAR 2022
XIV
VIII ACTING ADMINISTRATOR

KOMN HANGARS

LEASE

By and Between

KOMN Hangar Investors, LLC

(' Landlord ')

And

Bullard Aviation Services, Inc.

("Tenant")



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ARTICLE

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Exhibit B	Legal Description
Exhibit C	Limited Common Elements
Exhibit D	Future Development
Exhibit E	Landlord Provided Improvements

COMMERCIAL CENTER:	KOMN Hangars
LANDLORD:	KOMN Hangar Investors, LLC
LANDLORD'S ADDRESS:	PO Box 730086, Ormond Beach, FL 32173
TENANT:	Bullard Aviation Services, Inc.
TENANT'S ADDRESS:	85 Hangar Way, Unit #10 Ormond Beach, FL 32174
DATE OF LEASE:	December 3, 2022
PREMISES :	Units No. 2, 3 and 10 as outlined in color on Exhibit "A" whose street address is 85 Hangar Way, Ormond Beach, FL 32174
USE:	Aircraft Services
TENANT'S OPERATING NAME:	Bullard Aviation
PREMISES GROSS LEASABLE AREA:	Approximately 11,700 square feet
RENT COMMENCEMENT DATE:	December 3, 2022
TERM:	Five (5) Years beginning on the Rent Commencement Date and ending on the last day of the 60th full month thereafter (unless terminated pursuant to this Lease)

MINIMUM RENT:

Rate Lease Year	Per Annum per SF	Minimum Rent per Annum	Rent per Month
1-5	$12	$140,400	$11,700

TENANT'S ESTIMATED INITIAL SHARE OF OPERATING EXPENSES:	$7,000 annually per unit
RENTAL DEPOSIT:	Waived
SECURITY DEPOSIT:	Waived

COMMERCIAL LEASE
KOMN HANGAR INVESTORS, LLC

THIS COMMERCIAL AGREEMENT OF LEASE is made as of the date of the last signature on this Lease by and between KOMN Hangar Investors, LLC herein called "Landlord," and Bullard Aviation Services Inc. herein called "Tenant" (whose obligations hereunder, if more than one party, shall be joint and several).

WITNESSETH:

SECTION 1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Units described below, hereinafter referred to as the "Premises" or "Demised Premises."

The Demised Premises consist of Units 2, 3 and 10 being approximately 3,900 Square feet each in size.

Said development is shown on the site plan marked Exhibit "A" and Floor Plan and Elevation Exhibit "A-1" and "A-2" attached hereto and made a part of such "leased premises". The legal description of the Commercial Center and future development land is more particularly described on Exhibit "B" attached hereto and made a part hereof.

The proposed plans for the Demised Premises have been examined by the Tenant and the Demised Premise will be delivered to Tenant at time of receipt of a Certificate of Completion (COC) by the City of Ormond Beach.

SECTION 2. TERM AND EFFECTIVE DATE. To have and to hold the Demised Premises, for a term of Five (5) Years beginning 12-3-2022 and ending at midnight 12-2-2027, unless sooner terminated as herein provided.

Landlord and Tenant acknowledge that certain obligations under various articles of this Lease may commence prior to the Commencement Date of the Lease Term (e.g., construction, indemnities, liability insurance) and agree that this is a binding and enforceable agreement as of the date Landlord and Tenant executes this Lease (the "Effective Date").

SECTION 3. RENTAL. The Tenant shall pay at the time and place herein provided, as follows:

A. GUARANTEED MINIMUM RENTAL. Guaranteed minimum rental herein called "Minimum Rental" at the rate of $11,700 payable in advance to be received by Landlord on the first day of each month during the term of this Lease.

B. INSURANCE PRORATIONS. Tenant shall pay to Landlord as additional rental, herein called " insurance prorations," a sum equal each year to Tenant's proportionate share of any cost to Landlord of (i) fire and other casualty insurance, (ii) liability insurance, and (iii) Tenant's share of the insurance proration is included in the monthly Condominium dues as further described under Section 5 for the entire Commercial Center of which the Demised Premises are a part.

1. Proportionate Share. Tenant's "Proportionate Share" is hereby defined to be the percentage of the aggregate leasable space in the entire Commercial Center which is represented by the area of the Demised Premises. If the aggregate leasable space in the Commercial Center should change, Tenant's proportionate share will be adjusted accordingly.

2. Computation of Proportionate Share. Tenant's proportionate share is presently computed to be 30 %.

C. PLACE FOR PAYMENTS AND STATEMENTS. All payments to be made by the Tenant to the Landlord hereunder shall be made at the office of the Landlord at: PO Box 730086, Ormond

Beach, FL 32173 or at such other place as Landlord may from time to time designate in writing.

D. PENALTY FOR LATE PAYMENT. Any rental or other payment provided for herein which is not paid within five (5) days after its due date shall bear a minimum penalty of five percent (5%) of the amount due, but not less than Fifty Dollars ($50.00), and the amount due, including such penalty, shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, all of which Tenant agrees to pay to Landlord. Late fees and interest that become due or that accrue during the term of this Lease shall be considered as additional rental due.

F. SALES TAX. In the event any sales, service, or other direct taxes shall be levied against the rental payments and/or other payments due or to become due under the terms of this Lease, such sales or other taxes shall be paid by the Tenant herein. (The rent is currently subject to Florida state sales tax at the rate of Six percent (6.0 %) of the rental amount.)

SECTION 4. SECURITY DEPOSIT. Tenant shall, upon the execution of this Lease, deposit with the Landlord the sum of waived, as security for the full and faithful performance by tenant of its obligations under this Lease. The said sum shall be held by Landlord without interest and not in trust. The deposit shall be returned to tenant after the expiration of this Lease, provided Tenant has performed all of its obligations hereunder.

Landlord shall have the right, but not the obligation, to apply any part of the deposit to cure any default of tenant. Tenant shall reimburse to Landlord any amount so applied in order to restore the full amount of the deposit within ten (10) days after demand therefore.

SECTION 5. TENANT'S SHARE OF COST OF COMMON AREAS. Tenant agrees to pay, as additional rent, its share of all costs incurred by Landlord in operating, managing, and maintaining the Common Areas of the commercial center. Such costs may include all expenses incurred at the discretion of Landlord for parking, traffic control, lighting, external utility services, internal utility services where master metered, painting, cleaning, trash or garbage disposal, landscaping, repair or replacement of any item of the common area, management of the commercial center and all other Common Area costs, together with a reasonable allowance for Landlord's direct overhead expense. The foregoing list is not meant to limit the items which may be properly included in the Common Area expenses but is intended for explanation and example. Landlord shall determine, in its sole discretion, the proper amount and timing of all such expenses as well as the degree of such services to be provided, if any. Tenant's share of the Common Area costs shall be based upon the square footage of the Demised Premises and is agreed to commence at the rate of $583 per unit per month, plus applicable sales tax, payable at the same time the monthly rent is due. Such payments may be adjusted by Landlord at any time in accordance with the provisions of this Section 5. Any underpayment will be paid by tenant upon the actual billing of such costs. Any overpayment will be credited to Tenant's rental account. The monthly payment shall be subject to change based upon actual cost experience.

Tenant's share of cost of common areas shall be invoiced and collected monthly under the format of Condominium Dues and also includes the cost of insuring the building and general liability for the exterior – common elements. The monthly Condominium Dues shall also include the master metered water/sewer charges and the cost of the current annual ground lease payment to the City of Ormond Beach.

Tenant shall be responsible for disposal of their trash, all other utility cost, including but not limited to telephone, cable, internet and electric. Tenant shall also be responsible to secure and provide a proof of insurance for the interior of the Demised Premise, including general liability and comprehensive coverage.

SECTION 6.
A. SERVICES OF NOTICES. All notices or statements to be served or furnished by Tenant upon Landlord shall be served or furnished as set forth in Section 3(c) above.

The parties expressly agree that all notices required by this Commercial Lease Agreement or by law to be delivered to the Tenant may be delivered addressed to Tenant at the

Demised Premises, and if Tenant is absent from those premises or if Tenant is not a natural person, may be served by leaving a copy thereof at the Demised Premises. It is hereby agreed between the parties, that all notices served upon one or two or more joint Tenants in the manner described above shall constitute notice upon all Tenants.

B. WAIVER OF DEMAND. It is further expressly agreed that if Tenant fails to make any rental or other payments when due, the Landlord may immediately re-enter and take possession of the Demised Premises without the necessity of demand for the payment of rent.

C. UNLAWFUL DETAINER. It is expressly agreed between the parties, that in the event Tenant should breach any covenant to be kept or performed by Tenant under this Lease, other than the payment of rent, Landlord shall have the immediate right to institute proceedings for Unlawful Detainer on account of such default.

SECTION 7. USE OF PREMISES. Tenant shall in good faith continuously throughout the term of this Lease conduct and carry on in the Demised Premises the business of aircraft storage and services _ and the premises shall not be used for any other purpose.

SECTION 8. ALTERATIONS AND COVENANT AGAINST LIENS. Tenant shall submit to Landlord any request for alterations, changes or improvements to the Demised Premises, in writing, with plans and specifications therefor. Landlord, at its sole option, shall have the right to approve or disapprove such alterations, changes or improvements. If permitted by the Landlord, all such work shall be done at the sole cost of the Tenant, and no liens of any kind shall be permitted ever to attach to Landlord's property. Tenant shall have no power or authority to create any lien or permit any lien to be attached against the property of Landlord; all parties contracting with Tenant are hereby charged with notice that they must look solely to the Tenant to secure payment for work done or materials furnished. Landlord shall have the right to record a Memorandum of Lease which prohibits the attachment of any kind of lien to Landlord's property on account of activities by Tenant. If a lien is nevertheless filed against the Landlord's property based on alterations, improvements or other activities by Tenant, Tenant shall remove such a lien at Tenant's sole expense within five (5) business days after demand for such removal from Landlord.

Landlord shall have the right to direct Tenant at the expiration of the term of this Lease, to remove any alterations, changes or improvements which tenant may make, or any part thereof, at the sole cost of Tenant; or the Landlord may perform such removal at the cost of Tenant.

Landlord may require such assurances of adequate financing for such contemplated alterations or improvements by Tenant as Landlord may, in its sole discretion, deem to be in the best interests of the Landlord, prior to any alterations, changes or improvements by the Tenant being commenced.

Any additions, alterations, improvements, repairs or replacements, and any fixtures attached to the premises, and all air conditioning equipment shall become and be a part of the Demised Premises and shall belong to the Landlord as Landlord's property.

SECTION 9. MAINTENANCE. Tenant shall at all times and in all respects keep the Demised Premises in good order and repair, clean, safe and sanitary and commit no waste, damage or injury to said premises. At the expiration of this Lease, Tenant shall surrender the Demised Premises and all improvements thereto in good order and repair. It is the agreement hereunder that the Tenant will maintain the entire Demised Premises, including, but not limited to, the maintenance, repair and/or replacement of all electrical, plumbing, heating and air conditioning equipment, all doors, windows and frames, the storefront, the walkways or sidewalks in front of the premises, and any other area connected with Tenant's business activity, and all glass, in first class condition; however, Tenant shall be the beneficiary of any warranties which have been extended to Landlord for improvements provided by Landlord. Landlord's maintenance responsibility shall be limited to the exterior structural walls, the roof and the foundation, and the electrical and plumbing systems which are beyond the Demised Premises but which serve said premises, unless these are injured by the acts or omissions of Tenant or of Tenant's employees, agents, guests, customers, or invitees, in which cases Tenant shall hold Landlord harmless for such damages.

Tenant shall be responsible for all maintenance, repair and replacement of the aircraft hangar door and front and rear walk thru – access doors. All maintenance, repairs and replacement (if required) must be completed by Tenant in a timely manner. If Tenant fails to maintain, repair or replace the aircraft and walk thru – access doors, then Landlord may provide the same at Tenant's cost and Tenant shall reimburse the Landlord for the cost incurred upon receipt of invoice.

Tenant shall also be responsible for the maintenance, repair and replacement of the HVAC system. All warranties that Landlord is entitled to shall be assigned to the Tenant.

SECTION 10. UTILITIES. The Tenant shall pay promptly all charges for meters installed and all charges for electricity, gas, garbage collection and other utilities supplying the Demised Premises. In the event the Tenant should fail to make any of the utility payments when due, the Landlord may require the amounts due to be paid by Tenant as additional rent on the date the next rent payment is due or thereafter. The water/sewer utility cost shall be included in the monthly Condominium Dues.

SECTION 11. RIGHT OF ENTRY. Landlord shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting the same, or exhibiting the same to others, or for the purpose of making repairs or alterations to the Demised Premises, or for any other purpose or purposes contemplated under this Lease. In exercising such right, Landlord shall not unduly interfere with Tenant's business.

SECTION 12. ASSIGNMENT. The Tenant shall not assign this Lease or any estate or interest herein, whether by sublease, underlease, license, concession or otherwise which would permit the occupancy or possession of the Demised Premises or any part thereof by anyone other than tenant. If Tenant is a corporation, then any transfer of control or any interest or interests exceeding twenty (20%) percent interest in the Tenant corporation shall be deemed an assignment of this Lease. Upon any assignment, Landlord may terminate this Lease without notice. No assignment by operation of law or by the bankruptcy of the Tenant shall be permitted which shall change the use of the premises, or which shall violate the use provision of any other Tenant of the commercial center, or which shall adversely affect the character of the commercial center. If Tenant has defaulted in any provision of this Lease prior to the time of filing a bankruptcy petition, whether voluntary or involuntary, then Landlord may reject the assumption of this Lease by the trustee, unless trustee provides assurance to Landlord of the adequacy of the source of rents and other amounts due from Tenant under the Lease.

SECTION 13. TENANT'S ADDITIONAL COVENANTS. Tenant shall comply with all reasonable rules and regulations which may be imposed by Landlord concerning the care and use of the Demised Premises and the common areas including those attached to this Lease. Tenant shall comply with all laws, rules, regulations and ordinances of all governmental authorities having jurisdiction over the shopping center or the Demised Premises. Tenant shall not perform or allow to be performed any acts or practices, or sell any goods or merchandise or render any services in violation of any law or which may injure the commercial center or be a nuisance or menace to the public or other tenants, or commit waste or permit waste to be committed on the premises, or engage in or permit any illegal activities to take place on the premises.

Tenant and Tenant's invitees shall park only within such areas as may be designated by the Landlord for Tenants parking.

Tenant shall keep the Demised Premises, including the sidewalks and service areas adjacent to the Demised Premises, clean and free from rubbish and dirt at all times. Tenant shall appropriately store all trash and garbage and arrange for the regular removal of the same. Tenant shall on a regular basis employ the services of a licensed pest control contractor for pest extermination services and keep the premises free of pests at all times.

Tenant shall not allow any loud noises to emanate from its premises which are objectionable to Landlord or other tenants. Tenant shall not make any exterior improvements, installation or decorations without the written consent of the Landlord.

Tenant shall not keep, park or display any material, parts, vehicles, boats, trailers or

merchandise on or otherwise obstruct the sidewalks, areaways, common areas, adjoining land, taxiways and aprons adjacent to the Demised Premises without the written consent of the Landlord.

Tenant shall, within ten (10) days after demand therefor, execute and deliver to Landlord an estoppel certificate setting forth the relevant details of this Lease and its then current status, in a form satisfactory to Landlord.

SECTION 14. INSURANCE. Tenant shall maintain in full force, during the term of this Lease, a policy or policies of comprehensive general liability insurance, in a form reasonably satisfactory to the Landlord, written by one or more responsible insurance companies licensed to do business in the State of Florida, which will ensure Tenant and which will name Landlord as an additional insured. The coverage under such insurance shall be not less than $1,000,000.00 combined single limit of liability for bodily injury (per person and per accident) and property damage, or such greater amounts as Landlord may from time to time reasonably specify. Tenant shall deposit with Landlord copies or certificates of all said policies, including an endorsement which states that such insurance shall not be cancelled except after thirty (30) days notice in writing to Landlord.

Tenant shall maintain comprehensive casualty insurance, including fire, flood and windstorm, on all of its improvements, fixtures and equipment in the Demised Premises, in an amount not less than ninety (90%) percent of their sound insurable value. The proceeds of such insurance shall be used for the repair or replacement of the items so insured.

Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either Landlord or Tenant as required by this Lease covering the Demised Premises, the improvements therein or contents thereof, a waiver of any right of subrogation which any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance. Such waivers shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered to grant the same.

SECTION 15. FIRE OR OTHER CASUALTY. If the Demised Premises, or the building or the commercial center of which the Demised Premises are a part, or either of them, shall be damaged or destroyed to the extent of twenty (20%) or more of the sound insurable value thereof at the time of such damage or destruction, or shall be damaged or destroyed as a result of a risk which is not covered by the insurance which is carried by the Landlord, then the Landlord may, at its sole election, restore or rebuild the Demised Premises, or the building of which they are a part, or Landlord may terminate this Lease. In the event Landlord elects to restore or rebuild, then Landlord shall proceed to do so with due diligence, and tenant shall replace or restore, with due diligence, its interior improvements, equipment and all fixtures. In the event Landlord elects to terminate this Lease, then this Lease shall terminate at the end of the calendar month in which Landlord so notifies Tenant.

SECTION 16. INDEMNITY AND LIABILITY. Tenant shall indemnify and save harmless the Landlord from and against any and all claims for damages to goods, wares, merchandise and property in and about the Demised Premises and from and against any and all claims for any personal injury or loss of life in and about the Demised Premises.

Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Commercial Center of which the Demised Premises are a part, and subject to prior rights of any mortgagee of the Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord to Tenant in the event of any default or breach by Landlord, with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject in levy, execution or other procedures for the satisfaction of Tenant's remedies. In the event Landlord transfers this Lease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligation hereunder, provided that the Transferee assumes the obligations hereunder.

SECTION 17. REPAIRS BY LANDLORD. Landlord's responsibility, if any, for repairs required to be made by Landlord under this Lease, shall not arise until Landlord has received written notice from Tenant and the need for same exists in the judgment of the Landlord; and, so long as Landlord

is proceeding with due diligence to make such repairs, Tenant shall have no claim against Landlord for damages nor for an offset against rent on account of such repairs.

SECTION 18. WAIVER. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and a consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar act.

SECTION 19. SUBORDINATION. At the election of the Landlord, this Lease is made subject and subordinate to the mortgage or mortgages which may now or hereafter affect the Demised Premises. Tenant shall execute, acknowledge and deliver to the Landlord any documents which may be necessary or proper to subordinate this Lease and the rights hereunder to the lien of any such mortgages as aforesaid.

SECTION 20. EXCUSE OF PERFORMANCE. Except for the payment of money, neither Landlord nor Tenant shall be considered in default because of delays to the extent that their delay in performance under this Lease shall be due to any cause beyond their control; provided, however, that such performance shall be resumed and completed with due diligence as soon as reasonably possible.

SECTION 21. EMINENT DOMAIN. If any material portion of the Demised Premises, or the building of which they are a part, shall be taken by condemnation or right of eminent domain (the words "condemnation" and "eminent domain" as used herein shall include purchase or conveyance in lieu thereof), then the lease term shall cease upon the day possession shall be taken thereunder.

SECTION 22. DEFAULT, BANKRUPTCY AND INSOLVENCY. If the Tenant shall fail to make any payment of rent or other payment required of Tenant within ten (10) days from its due date, or shall fail to perform or observe any of Tenant's other covenants or agreements within twenty (20) days after notice by Landlord, or if the Demised Premises shall be abandoned or become vacant or be closed for business for more than fifteen (15) calendar days, then the Landlord shall have the right, immediately or at any time thereafter, with or without notice, to enter upon the Demised Premises and repossess the same, and evict the Tenant, and seize or remove any or all personal property within the Demised Premises, without being deemed guilty of any manner of trespass and without prejudice to any other remedies of Landlord. Landlord may terminate this Lease at any time thereafter. Tenant shall repay the Landlord for any loss of rent or other income, or any expenses which Landlord may incur because of Tenant's default, including (but not limited to) legal fees and costs, brokerage commissions, and maintenance expenses. Tenant shall reimburse Landlord for Landlord's reasonable attorney fees incurred in enforcing any of the Tenant's obligations under this Lease, in law or in equity, and on appeal but only if the Landlord shall be the prevailing party.

All rents or other payments due by tenant hereunder shall bear interest from the due date until paid at the maximum legal rate of interest.

SECTION 23. LANDLORD'S LIENS. It is expressly agreed and understood that the Landlord shall have and is hereby granted an express contractual lien upon all goods, wares, chattels, equipment, furniture, fixtures and other personal property belonging to the Tenant and placed upon the Demised Premises during the leasehold term, to secure all the rent hereunder, as well as security for all other obligations assumed by the Tenant hereunder, and it is expressly agreed that the taking of any other security for said rent by Landlord shall not operate as a discharge of or in anywise impair such lien nor shall the taking of the express contract lien in this paragraph provided be construed as in any way releasing or impairing the separate Landlord's lien arising by law. Nothing, however, in the foregoing shall be so construed as to prohibit, impair or affect the right of the Tenant utilize the Demised Premise for aircraft storage and general office free and clear of the lien aforementioned.

SECTION 24. QUIET ENJOYMENT. The Tenant, upon paying said rent and performing all the other covenants and conditions aforesaid on Tenant's part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid, free from disturbance by the Landlord, or by anyone claiming by, through or under the Landlord.

SECTION 25. HOLDING OVER. Any holding over after expiration of this term or any renewal term shall be construed to be a tenancy at sufferance, at double the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable.

SECTION 26. MISCELLANEOUS. This Lease and the Exhibits, Rules, Regulations Rider and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. Any prior conversations or writings have been merged herein and are extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by all parties. Submission of this Lease for examination does not constitute an option for the Demised Premises and the Lease shall become effective as a Lease only upon execution by the parties and delivery thereof by Landlord to Tenant. If any provision contained in a rider or addenda is inconsistent with the printed provision of the Lease, the provision contained in said rider or addenda shall supersede said printed provision in the Lease.

SECTION 27. COMPLIANCE WITH LAW. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, dictions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state, and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises.

SECTION 28. USE OF HAZARDOUS MATERIAL.

1. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches these obligations, the Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable of useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this lease.

2. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 127.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

3. Inspection. Landlord and its Agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply

notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

4. Default. Any default under this Paragraph shall be a material default-enabling Landlord to exercise any of the remedies set forth in this Lease.

SECTION 29. RADON GAS. Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 30. ADMINISTRATIVE CHARGE. An administrative charge of $500.00 per occurrence will be charged by Landlord to Tenant for renegotiating or changing any terms or conditions of the lease. The charge will also be applicable for any possible lease assignment, unexpected termination of lease preparation of lease for new Tenant, and any other event that may cause the existing lease terms to be changed or renegotiated.

SECTION 31. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA). Tenant shall be responsible for and shall bear all costs and expenses associated with any and all alterations completed by Tenant to the leased premises which may be required by the Americans with Disabilities Act of 1990 (the "ADA"), for the accommodation of disabled individuals who may be employed from time to time by Tenant, or any disabled customers, clients, guests, or invitees or sublessees. Tenant shall indemnify and hold Landlord harmless from and against any and all costs incurred arising from the failure of the leased premises to conform with the ADA, including the cost of making any alterations, renovations or accommodations required by the ADA, or any government enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against Landlord resulting from a violation or violations of the ADA, and all reasonable legal expenses and court costs incurred in defending claims made under the ADA, including reasonable attorney's fees.

SECTION 32. FUTURE LANDS. Landlord reserves the exclusive right to develop additional property adjacent to the Commercial Centre including future phases for Commercial Hangars for aircraft storage and aircraft related business or any other permitted uses. Project expansions shall conform to all governmental codes and will not impact Tenant's occupancy of the Demised Premise.

The land reserved for future development is depicted on Exhibit "D" attached hereto.

SECTION 33. CONDOMINIUM DECLARATION. Tenant's use and occupancy of the Demised Premise is subject to all rules, regulations, terms and requirements of the Condominium Declaration. Tenant acknowledges the Condominium Declaration shall be recorded upon completion of the overall project and receipt of a Certificate of Completion from the City of Ormond Beach. The Condominium Declaration shall be recorded in the Public Record - County of Volusia prior to Tenant's occupancy of the Demised Premise.

Tenant further acknowledges that it has received a copy of the draft Condominium Declaration and agrees that Tenant's occupancy shall abide by all rules and regulations of the Condominium Declaration.

SECTION 34. CONDOMINIUM BUDGET. The estimated Condominium Budget has been provided to the Tenant. The budget is an estimate of the common area expenses for the condominium property. The estimated Condominium Budget includes the ground lease payment to the City of Ormond Beach. Tenant acknowledges that the ground lease payment is subject to future increases as outlined under the lease between KOMN Hangar Investors, LLC and the City of Ormond Beach. Tenant hereby acknowledges that it has received a copy of the ground lease.

SECTION 35. LANDLORD PROVIDED IMPROVEMENTS. Landlord shall complete the interior of the Demised Premise as depicted on Exhibit "A-1" Floor Plan and "A-2" Elevation. Furthermore, Landlord shall include the interior improvements as listed on Exhibit "E" attached

hereto.

SECTION 36. LIMITED COMMON ELEMENTS. Tenant hereby acknowledges that Limited Common Elements exist for the hangars. The limited common elements are identified on Exhibit "C" attached hereto. Tenant shall not impact, block or park within the Limited Common Elements of other condominium unit owners within the Commercial Center.

This Commercial Lease Agreement shall be construed in accordance with the laws of the State of Florida. All litigation arising out of this Lease or in connection therewith shall be commenced in the County where the commercial center is located. Any reasonable and necessary attorney's fees or other costs incurred by a successful party in the enforcement of this Lease will be paid by the unsuccessful party.

This Commercial Lease Agreement shall be binding upon and the benefits hereunder shall inure to the heirs, personal representatives, estates, successors and assigns of the parties hereto.

Tenant shall not record this Lease or any of its Exhibits or any Memorandum relating thereto, without the prior written consent of the Landlord.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

WITNESSES:

L.D. Bronson

Robert Hall

TENANT:

FC Bullard 12-3-2022

Frank Bullard
President
Bullard Aviation Services, Inc.

Date

WITNESSES:

Debbie Zehnder

Joe Holub

LANDLORD:

12-3-2022

Paul F. Holub Jr.
Managing Member
KOMN Hangar Investors, LLC

Date

COPY

EXHIBIT "A"
SITE PLAN

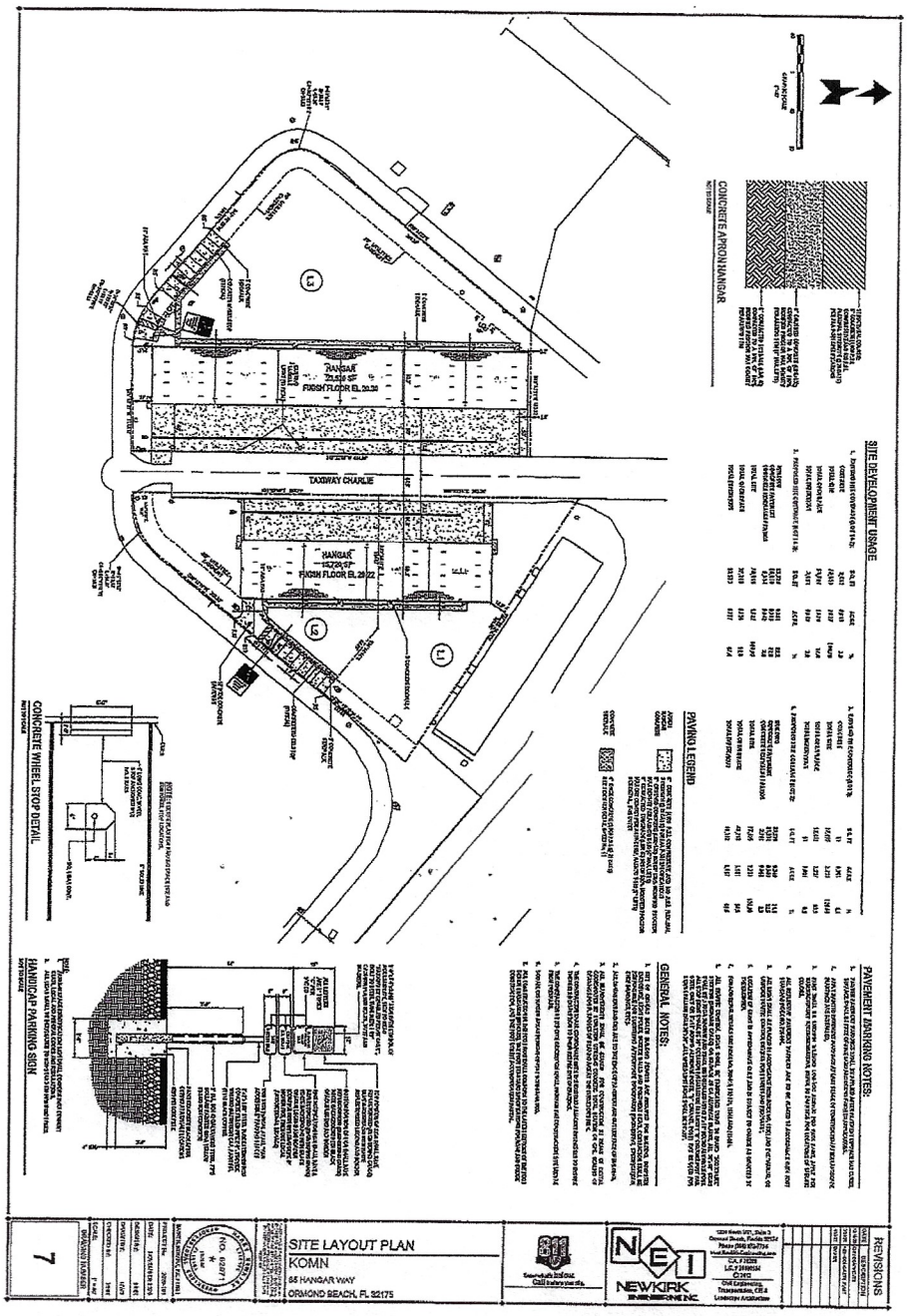


EXHIBIT "A-1"
FLOOR PLAN

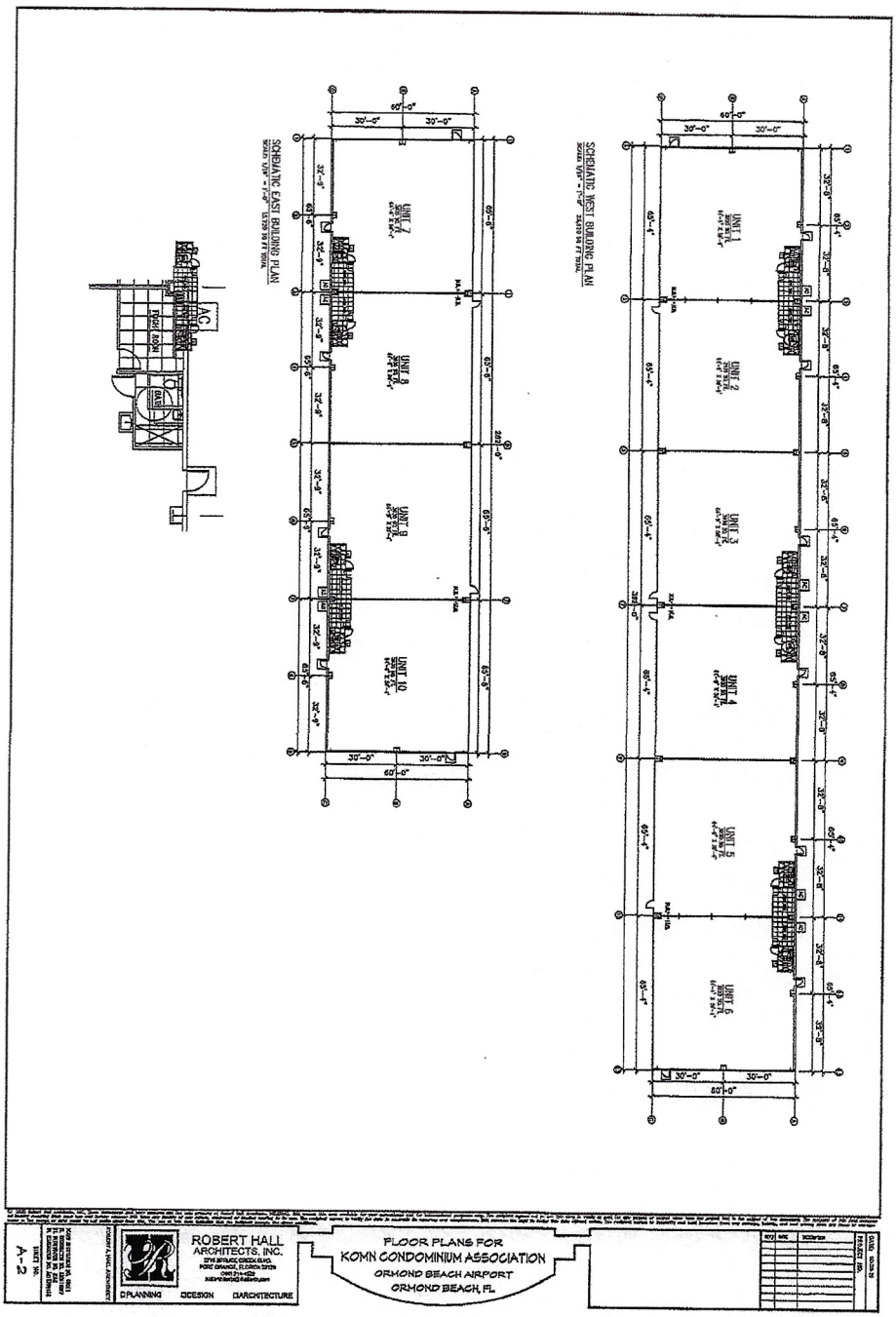
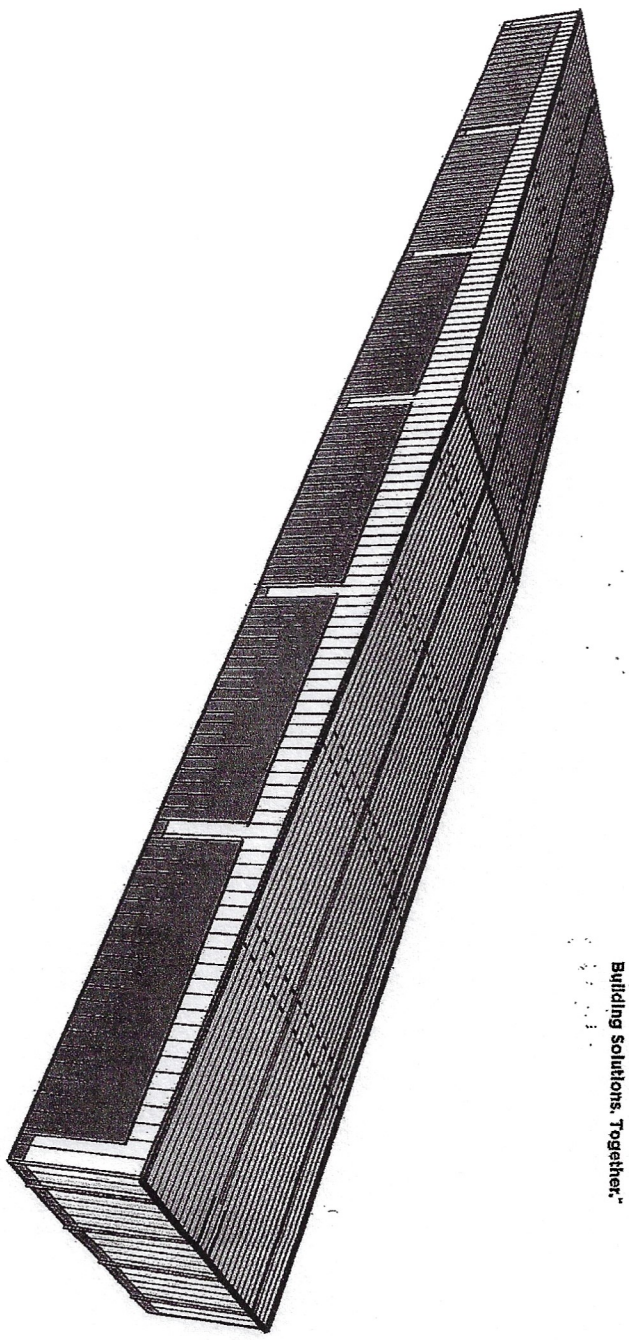


EXHIBIT "A-2"
ELEVATIONS



VARCO PRUDEN
Building Solutions. Together.®

Ormond Beach Hangar # 2

EXHIBIT "B"
LEGAL DESCRIPTION

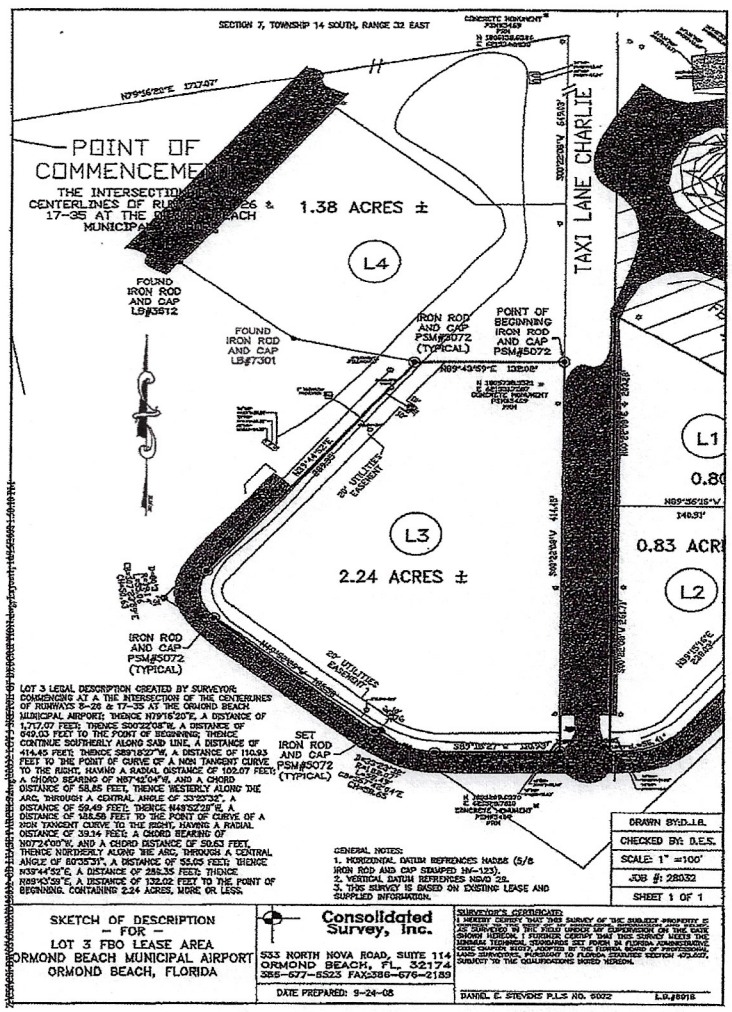


EXHIBIT "C"
LIMITED COMMON ELEMENTS

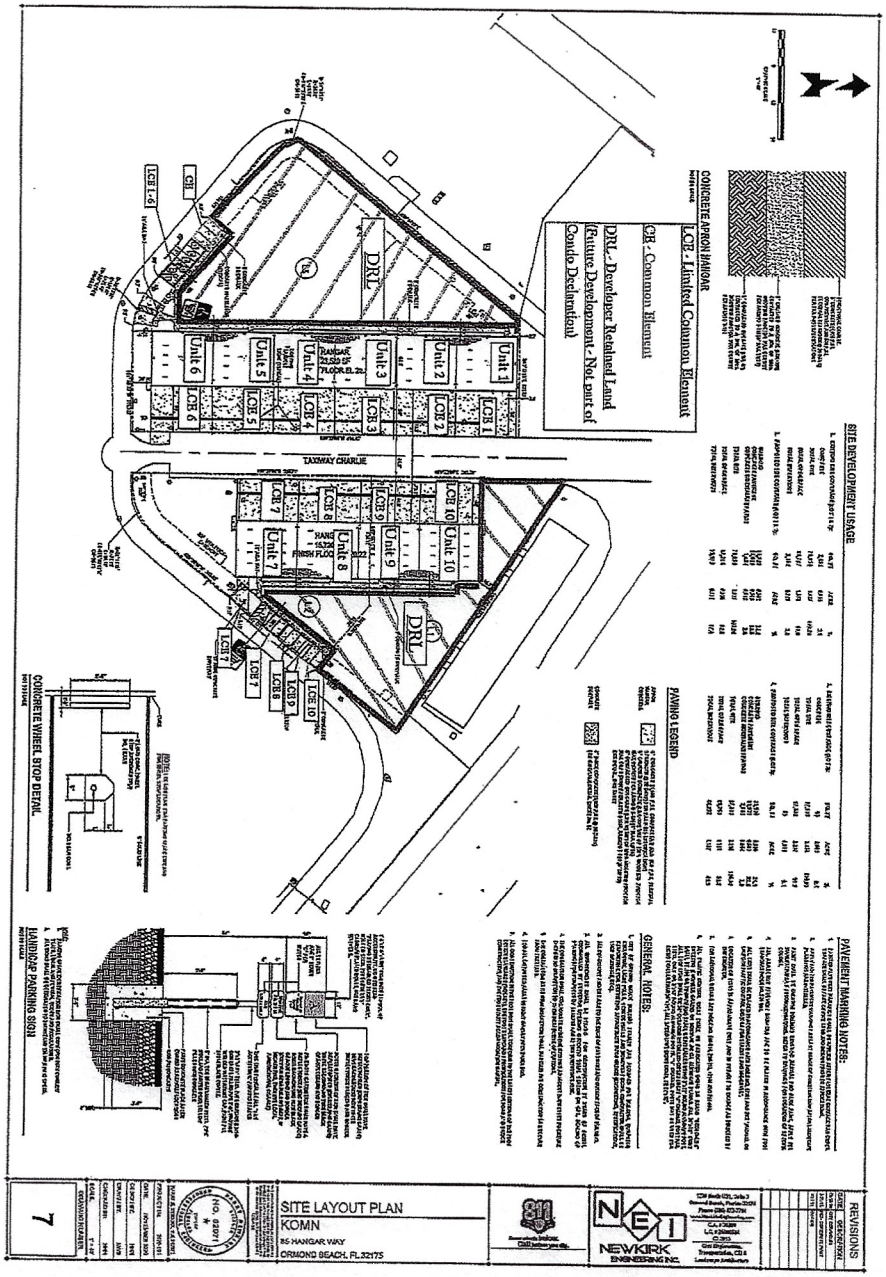


EXHIBIT "D"
FUTURE DEVELOPMENT

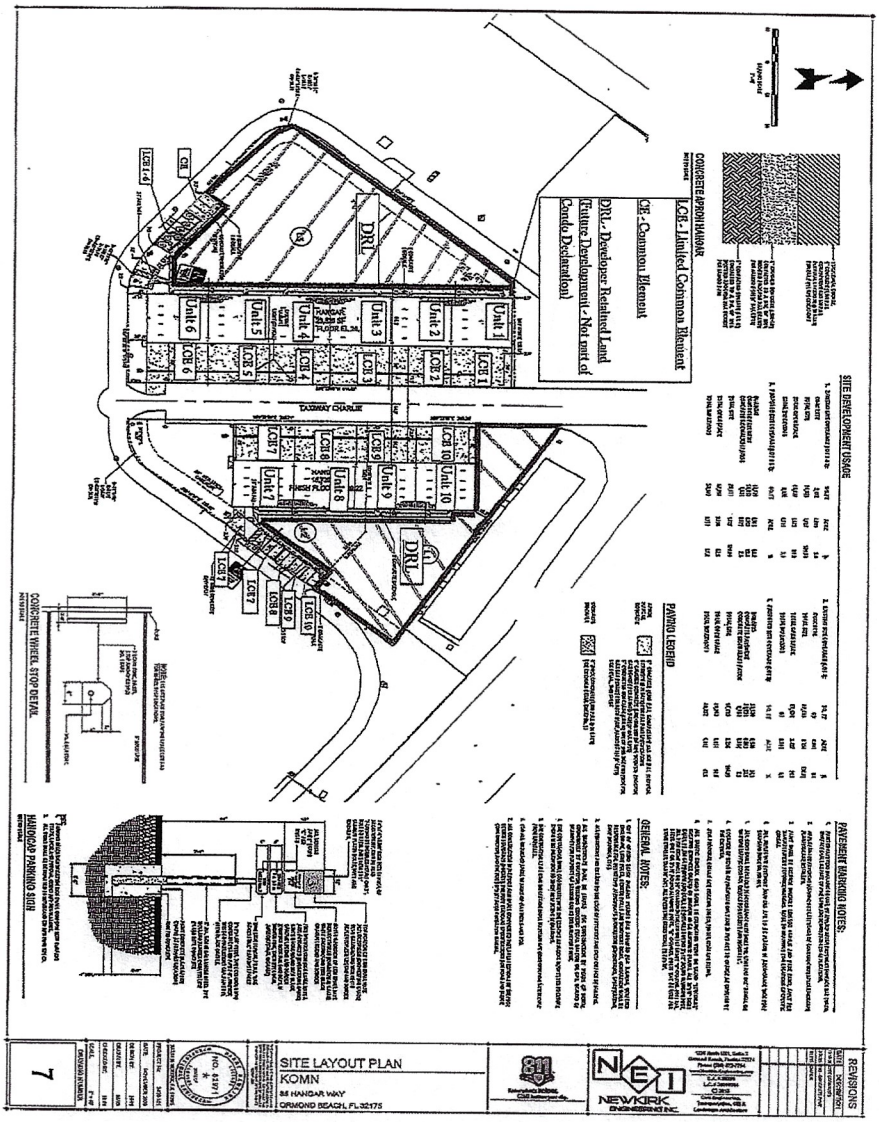


EXHIBIT "E"
LANDLORD PROVIDED IMPROVEMENTS

KOMN Aircraft Hangars
85 Hangar Way Ormond Beach

Base Building:

Rapid Set Metal Building with 26 gauge exterior metal siding
26 gauge roof
R-19 insulation at roof area
R-11 insulation at all exterior walls
R-11 insulation at all demising walls
Rear walk - thru door at each unit
Front walk- thru door at each unit
Gutter and downspouts
30 year warranty on all factory painted surfaces (see manufacture warranty specifications)
Higher Power hydraulic aircraft door 60' W x 18' H with 150 mph wind load
Insulation included for aircraft door
Thermal seals provided for all edges of aircraft door

Site:

2 paved parking spaces per unit
50' concrete paved apron adjacent to taxiway
Trench drain between hangar and taxiway

Electrical:

125-amp service per unit
Exterior LED lighting at all front and rear doors (all exterior lights shall run dusk to dawn)
12 (twelve) conveniences outlets per unit
8 (eight) LED bay lights per unit including twist timer
1 flush mounted grounding cup per unit
LED lights for restroom and office

Plumbing:

Interior hose bib located near aircraft door
1 handicap restroom including soap dispenser, paper towel holder, mirror, comfort height toilet and lavatory
1 prefab fiberglass shower unit
1 wall hung laundry sink in hangar area
30- gallon hot water heater

Climate Control - Insulation:

Mitsubishi VRF HVAC system to cool restroom and office
R-11 insualtion at all exterior walls
R-19 insulation at underside of roof
1 hour demising wall between each unit including R-11 insulation
Cross flow ventilation and exhaust fan for Hangar area

Décor:

Tile floor and tile base for restroom/tile floor and wood base for office
All interior walls and doors for the restroom and office shall be painted uniform in color
Demising walls shall be primed and painted with 2 coats of eggshell Sherwin Williams paint uniform in color
Drop ceiling in restroom and office
Protective awnings over rear and side walk through doors
Vinyl base at demising walls

Miscellaneous:

2 (two) wall hung fire extinguishers per unit
Wifi-Telephone-Cable demark at each building and conduit to interior of each unit

RESOLUTION NO. 2020-91

A RESOLUTION AUTHORIZING THE EXECUTION OF A GROUND LEASE AGREEMENT BETWEEN THE CITY AND KOMN HANGAR INVESTORS, LLC., FOR THE LEASING OF CERTAIN CITY-OWNED REAL PROPERTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a Ground Lease Agreement between the City and KOMN Hangar Investors, LLC., for the leasing of certain City-owned real property as more particularly described in the Lease Agreement, a copy of which is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 4th day of August, 2020.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

COLBY CILENTO
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2020\08-04-20\20-91-KOMN HANGAR INVESTOR Lease (P20-0110G).docx

LEASE AGREEMENT

BETWEEN

KOMN HANGAR INVESTORS, LLC

AND

THE CITY OF ORMOND BEACH, FLORIDA

SE Quad Parcels
Ormond Beach Municipal Airport

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EXHIBIT A - Lease Description **Attached**
EXHIBIT B - Memorandum of Lease Agreement **Attached**
EXHIBIT C - Rent Schedule **Attached**

This Lease Agreement ("Lease") is made and entered into this date, August 4, 2020, by and between the CITY OF ORMOND BEACH, FLORIDA, a Florida municipal corporation, hereinafter referred to as "LESSOR" and KOMN HANGAR INVESTORS, LLC, a Florida limited liability company, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR is owner and operator of the Ormond Beach Municipal Airport, hereinafter referred to as "AIRPORT"; and,

WHEREAS, the LESSOR desires to lease such land for development and/or use by others and LESSEE desires to lease portions of land for certain development and/or use; and

THEREFORE, for and in consideration of the rents, covenants, agreements, and conditions hereinafter reserved, made and entered into, it is agreed, by and between the parties as follows:

ARTICLE 1 - LEASE DESCRIPTION

LESSOR has leased and does by these presents demise, lease and rent unto LESSEE and LESSEE does hereby lease from LESSOR three parcels containing 3.87 acres more or less, otherwise known as "Premises", which are more particularly described in Exhibit A attached hereto and incorporated herein, being in the City of Ormond Beach, Florida, and being a part of the premises usually known and designated as the AIRPORT property. LESSOR makes no representations or warranties as to the condition of the Premises, including subsurface, and the Premises are leased "as is".

ARTICLE 2 - PERMITTED USES

(a) LESSEE shall be permitted to use the Premises for use only as aircraft storage or as a "commercial operation" as that term is defined in Section 3.3-1, *Code of Ordinances*, specifically to be used for: Category 1, 2, 3, 4, 5, 6 and 8 Fixed Base Operator as those terms are used in the City of Ormond Beach *Code of Ordinances*. As to any portion of the leased Premises which is Ramp area, LESSEE shall only make use thereof for aircraft tie-downs and fuel storage and for no other purpose.

(b) LESSEE shall be permitted to use the Premises and improvements thereon in a manner consistent with the above permitted uses and the operation of the Airport. Any other use must be requested in writing to the LESSOR.

ARTICLE 3 - TERM & OPTION PERIODS

3.1 - Term -

This Lease shall have an initial term of thirty years commencing on August 4, 2020 and ending on August 3, 2050, upon the terms, conditions, covenants and stipulations herein set forth.

3.2 - Option -

Provided the LESSEE is not in default hereunder, LESSEE is hereby granted the option to extend the term of this lease for two (2) consecutive terms of ten (10) years each, upon the same terms and conditions as contained herein, except rental charges shall be adjusted as set forth in Paragraph 4.3. LESSEE may exercise said option by giving LESSOR written notification of its intent on or before ninety (90) days prior to the expiration of the initial term of this Lease.

ARTICLE 4 - RENTAL CHARGES

All rental payments shall be made to the LESSOR's address on the invoice or at such other place or places as LESSOR shall from time to time designate by written notice to LESSEE.

4.1 - Rent -

LESSEE shall pay an annual rent in the amount of THIRTY THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS AND TWENTY EIGHT CENTS ($30,281.28) per year, plus the applicable Florida sales tax thereon. The annual rent shall be paid monthly in advance in the amount of one-twelfth of the Annual Rent, and shall commence upon completion of the Site Plan Review Rent period outlined in Paragraph 4.3 below. LESSEE's initial rent payment shall include an initial one-time assessment of FIVE HUNDRED DOLLARS ($500.00). The annual rent shall increase each year based upon the rent schedule in Exhibit C until January 15, 2025. The annual rent will be subject thereafter to annual increases per the Consumer Price Index ("C.P.I.") as outlined in Paragraph 4.2 below.

4.2 – Consumer Price Index Increase –

As used in this Article, "C.P.I." shall mean the Consumer Price Index for all urban consumers, U.S. LESSOR average, all items (1982 = 100) not seasonally adjusted, published and issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau of Labor Statistics"). If the Index in its present form is discontinued or if the basis on which it is now calculated shall be materially revised, the parties hereby shall make an appropriate conversion to such revised Index on the basis of conversion factors published by the Bureau of Labor Statistics; if such conversion factors are not obtainable, either party hereby may request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment which shall be applicable and binding on the parties hereto; if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment, then another index recognized as authoritative shall in good faith be substituted by the mutual agreement of LESSOR and LESSEE.

Through January 15, 2024 a fixed increase of 2% shall apply to the annual rent. Beginning in 2025, the annual rent shall increase annually, on January 15, with reference to the Consumer Price Index ("the C.P.I."). The amount by which the rental payment is increased shall equal the product of **(i)** the rental paid for the twelve (12) months immediately preceding the adjustment date and **(ii)** the percentage change, if any, in the C.P.I. determined by comparing the C.P.I. for the month of September preceding the adjustment date to the C.P.I. for the month of September preceding prior adjustment date. In no event, however, shall the rental payment payable in any succeeding year decrease from the prior year's rental due to the C.P.I. calculation, nor shall the rental payment increase by more than four (4.0%) percent of the rental payment paid during such preceding year, exclusive of sales tax.

4.3 - Site Plan Review Rent -

Site Plan Review rent in the amount of FIVE HUNDRED FOUR DOLLARS AND SIXTY NINE CENTS ($504.69) per month shall apply for nine (9) months from the commencement date of this lease.

4.4 – Taxes & Assessments -

(a) **Taxes & Assessments** - As used herein the term "Taxes" shall mean all taxes, including but not limited to real estate taxes, and existing and future assessments which may be levied or assessed by any lawful authority covering the Premises irrespective of whether such taxes are assessed against real or personal property. All sales or use taxes from time to time levied by lawful authority shall be paid by and the responsibility of LESSEE.

(b) **Additional Amounts** - LESSEE shall pay any and all taxes, assessments, or levies of any and every kind or nature charged, levied or assessed against the Premises, or upon or against any items of personality, equipment, fixtures, or improvements thereon, each and every when due and payable according to law, before any thereof become delinquent or before any interest attaches. Nothing herein contained shall prevent the LESSEE from contesting the validity of any taxes or assessments levied against said land or other property; provided that in the event LESSEE contests any such taxes or assessments, upon demand by LESSOR, LESSEE shall give to LESSOR adequate security against loss by reasons of such contest. In the event the authority levying, assessing or charging any taxes, levies or assessments referred to herein does not forward the notice of such taxes, levies or assessments directly to the LESSEE, the LESSOR shall deliver the same to the LESSEE within ten (10) days after the LESSOR receives the same.

4.5 - Notice of Adjustments -

LESSOR shall notify LESSEE in writing of all adjustments to Annual Rent.

ARTICLE 5 - IMPROVEMENTS & ALTERATIONS

5.1 - Completion of Improvements -

LESSEE's project shall be reviewed in accordance with the "Site Plan Review Procedures" set forth in Chapter 4, Article I, Land Development Code. LESSEE agrees to complete the project within eighteen (18) months from the commencement date of this Lease. Failure to complete said improvements within eighteen (18) months shall render this Lease null and void. LESSEE's obligation to complete the Project within the time required shall be extended by LESSOR to take into account labor strikes effecting LESSEE, unavailability of materials, war, acts of God, any act or circumstance that may constitute an eviction or constructive eviction of the LESSEE from any part of the Premises, any unforeseen event or circumstance beyond the LESSEE's control which prohibits LESSEE from proceeding with installation and construction of the Project. Upon completion of the Project, in accordance with the plans and specifications submitted and approved by the LESSOR, LESSEE shall deliver a certificate of completion to LESSOR certifying that the Project has been completed. LESSEE hereby covenants with LESSOR to proceed with due diligence on the installation and construction of the Project.

5.2 - Alterations

The LESSEE may make alterations, additions and improvements to the interior of the buildings without approval of the LESSOR. Any alterations, additions or improvements to the exteriors of the buildings constructed under this Lease, will be subject to LESSOR's approval in writing. Said approval shall not be unreasonably withheld.

5.3 - Damage to or Destruction of Improvements -

If the improvements on the Premises shall be rendered in LESSEE's judgment untenantable by fire or other casualty during the term of this Lease or during any extension of the term, to the extent of fifty (50%) percent or more of the sound insurable value of the building, LESSEE may, at LESSEE's option, to be evidenced by notice in writing given to LESSOR within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease as of the date of the damage or destruction, or the LESSEE can repair or rebuild the improvement and resume tenancy. In the event LESSEE elects to terminate, LESSEE, at LESSOR's option, shall remove all debris and return the building area to a clean and graded condition. If the LESSEE elects to not terminate, rent will abate while the improvements are being restored, provided however that LESSEE shall be under an affirmative obligation to restore the Premises as soon as reasonably possible, but in no case longer than one (1) year from date of happening of the occurrence. Upon reopening for business, or after one (1) year, whichever shall occur first, rental payments shall recommence. In any event, LESSEE shall be entitled to all proceeds of insurance and right of recovery against insurer on policies covering such damage or destruction.

ARTICLE 6 - RIGHTS OF LESSEE

6.1 - Use of Airport -

This Lease grants to LESSEE, its members and their employees, guests, patrons and invitees, the reasonable use of the Airport in common with other duly authorized users of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or which may hereafter be provided for common or public use at or in connection with said Airport.

6.2 – Ingress/Egress -

In addition to all rights elsewhere in this Lease, the LESSEE and its members shall have the rights of access which may reasonably be required for ingress and egress to the Premises for the LESSEE, its members, and their employees, guests, patrons, invitees, suppliers of materials and furnishers of service for its equipment, vehicles, machinery and other property, along such routes as may be prescribed by the LESSOR, without charge to the LESSEE or to said persons or property. Additionally, all taxiways are designated for public aviation access and LESSOR shall take appropriate action to insure the free flow of air traffic to, from and over such taxiways.

6.3 - Hours of Operation -

The LESSEE and its members shall be permitted hours of operation of the permitted uses at its discretion; however, such hours must conform to all applicable laws, state and local.

6.4 - Quiet Enjoyment -

The LESSOR hereby stipulates and agrees it is the owner of the Premises herein leased, free from encumbrances except those defined within this Lease. LESSOR does therefore agree that the LESSEE and its members shall have the right of quiet enjoyment and peaceful possession of the Premises during the term of this Lease.

LESSOR represents that it has the right to lease the Premises and appurtenances, rights and privileges herein granted, and has full power and authority to enter into this Lease subject, however, to the terms, conditions, limitations and requirements contained in or arising out of any and all grant agreements, leases, or other agreements heretofore made between the LESSOR and the United States, or any agency, department, branch, authority or other part or subsidiary thereof, and this Lease is made subject thereto. LESSOR covenants, subject to the above limitation, that upon payment by the LESSEE of the rents hereinafter reserved and upon the full performance of and compliance with all the covenants and agreements by the LESSEE on its part to be performed and

complied with hereunder, the LESSEE shall peaceably have and enjoy the Premises, appurtenances, facilities, rights and privileges in accordance with the terms hereof.

6.5 - Mortgage LESSEE's Interest & Rights -

The LESSEE shall have the right to mortgage their interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or similar lending institution authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the LESSOR, subject, however, to the other terms and conditions of this Lease.

(a) If LESSEE shall mortgage their leasehold interest and if the holder of the mortgage or pledge shall forward to the LESSOR a duplicate original of the mortgage in form proper for record, or a copy of the mortgage certified as a true copy by the Office of Official Records of Volusia County, Florida together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this Paragraph 6.5 shall apply.

(b) Upon the occurrence of an Event of Default, as defined in Lease, the LESSOR will serve a notice upon the leasehold mortgagee which notice shall be sent by LESSOR by certified mail, return receipt requested, to such mortgagee, which notice must specify the nature of each such default (the "Initial Notice".)

(c) The leasehold mortgagee, upon mailing by LESSOR of the Initial Notice shall have a period of forty-five (45) days within which to cure the default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of the LESSEE for failure to pay moneys due hereunder, the leasehold mortgagee shall have thirty (30) days from the date the Initial Notice was mailed, within which to cure such default.

(d) In the case of any default by the LESSEE, other than in the payment of money under this Lease, the LESSOR, so long as no default in respect of the payment of Annual Rent or Additional Rent shall exist, will take no action to effect a termination of the term of this Lease by the service of a notice provided for in Paragraph 21.2 of the Lease by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of the Initial Notice, within which either (i) to obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings or otherwise commence to acquire the LESSEE's interest under the Lease. The leasehold mortgagee shall be required to pursue the foreclosure proceedings or other actions to acquire the LESSEE's interests under the Lease with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be

required to continue to secure such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing in this Article 6 shall preclude the LESSOR from exercising any rights or remedies under this Lease with respect to an Event of Default under Paragraph 21.2 during any period of such forbearance.

(e) The leasehold mortgagee may become the legal owner and holder of this Lease by foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease as provided in Paragraph 6(f) below. The leasehold mortgagee may assign this Lease with the LESSOR's prior written consent to any assignee which meets the Standards.

(f) In the event that a leasehold mortgagee shall become the owner or holder of the LESSEE's interest by foreclosure of its mortgage or by assignment of this Lease in lieu of foreclosure or otherwise, LESSOR will attorn to the leasehold mortgagee as the successor LESSEE under this Lease and the term "LESSEE", as used in this Lease, means only the owner or holder of the LESSEE's interest for the time being so that, in the event of a sale, assignment or other disposition of the LESSEE's interest in this Lease by the mortgagee, the mortgagee shall be entirely freed and relieved of all covenants and obligations of the LESSEE under this Lease upon delivery to the LESSOR of evidence acceptable to the LESSOR that the purchaser or assignee of LESSEE's interest has assumed and agreed to carry out any and all covenants and obligations of LESSEE.

(g) Within ten (10) days after written request by LESSEE or by LESSEE's leasehold mortgagee, or in the event that upon any sale, assignment or mortgaging of LESSEE's interest in this Lease by LESSEE or LESSEE's leasehold mortgagee, an offset statement shall be required from the LESSOR, the LESSOR agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee, purchaser, assignee or to LESSEE, certifying (if such be the case) (i) the amount of Annual Rent, Additional Rent and Fuel Flowage Fees due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; and (iii) that the LESSOR has no knowledge of any default under this Lease, or if any default exists, specifying the nature of the default.

(h) So long as the LESSEE's interest in this Lease shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee that the LESSOR shall not sell, grant or convey to the LESSEE all or any portion of the LESSOR's fee simple title to the Premises without the prior written consent of such mortgagee. This subparagraph shall not be construed to prevent a sale, grant or conveyance of the LESSOR's fee simple title by the LESSOR to any person, firm or corporation other than the LESSEE, its successors, legal representatives and assigns.

(i) Any leasehold mortgage shall be specifically subject and subordinate to the LESSOR's rights under this Lease. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon the LESSEE's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the LESSOR or the LESSOR's interest in

this Lease. Despite any provision which is or may appear to be to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of the LESSOR in the Premises, or any portion of them, be subordinated, except for a mortgage on LESSEE's leasehold interest.

6.6 – Release of Property –

At the end of each ten (10) year period of the basic term and any option period as outlined in Article 3 above, if applicable, LESSEE shall have the right to release any portion of the Leased Premises from the terms of this Lease Agreement, provided that: (a) site constraints, acts of God, or lack of commercial viability render the site to be released unacceptable to LESSEE; (b) written notice thereof is delivered to the City Manager not more than thirty (30) days after the final determination of the rent for the ensuing ten (10) year period; and (c) the LESSOR consents to the removal of the parcel from the Leased Premises. Upon approval of the release, there will be an appropriate and proportionate reduction in the rent amount.

ARTICLE 7 - OBLIGATIONS OF LESSEE

7.1 - Compliance with Laws -

The LESSEE at all times shall obey and promptly comply with all present and future laws, resolutions and ordinances of the federal government, the State of Florida, the County of Volusia, the City of Ormond Beach and any political subdivisions thereof having jurisdiction of or respecting the condition of the Premises and/or the use made thereof and/or any business conducted thereon or in connection therewith, and with all lawful orders, regulations and requirements of all government authorities or agencies which may have jurisdiction. The LESSEE shall not use the Premises hereunder, or permit the same to be used, for any unlawful or immoral purposes, or do in or upon or about the Premises, or permit the doing therein or thereon or thereabout, of anything which tends to create a nuisance; and the LESSEE further covenants at all times to obey and promptly comply with

all lawful rules and regulations which may from time to time be promulgated by the LESSOR or the Federal Aviation Administration or its successors.

7.2 - Subordination -

The LESSEE recognizes and agrees that the real property which is the subject of this Lease cannot and shall not be subordinated to any loan, lien or obligation of the LESSEE; however, the LESSOR does agree the LESSEE may pledge as security, the LESSEE's Leasehold Interest in the Premises being only those rights held by the LESSEE under this Lease.

7.3 - Conduct -

The LESSEE shall conduct its operation hereunder in an orderly and proper manner considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport. The LESSEE shall within reason, control the conduct, demeanor and appearance of its employees, invitees, and all those doing business with it and, upon objection from any such person, shall promptly take all reasonable steps necessary to remove the cause of objection.

7.4 - No Unlawful Conduct -

The LESSEE shall commit no unlawful nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.

7.5 - No Interference with Systems -

The LESSEE shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any are installed or located on the Premises. The provision of all water, sewer, drainage and other utilities to the Premises shall be the responsibility of LESSEE.

The LESSEE shall not overload or damage or permit to be overloaded or damaged any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading or any other damage.

7.6 - Hazardous Conditions -

The LESSEE shall not do or permit to be done any act or thing upon the Premises:

(1) That will invalidate or conflict with any fire insurance policies required to be maintained by the LESSOR covering the Airport and related to LESSEE's use and operation of the Premises; or

(2) That may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease;

7.7 - Flammable Liquids -

The LESSEE shall not keep or store during any (24) twenty-four hour period flammable liquids within any covered and/or enclosed portion of the facilities located on the Premises in excess of the LESSEE's working requirements during the said twenty-four (24) hour period. Any such liquids having a flash point of less than 100 degrees F° shall be kept and stored in safety containers of a type approved by the City of Ormond Beach.

7.8 – Uncovered Storage/Parking -

It is understood by LESSEE that no uncovered storage or parking is permitted unless the Lease specifically designates an area for that purpose. In this regard, it is specifically understood and agreed that no uncovered parking shall occur or shall be permitted or allowed of any tractor, truck, trailer, recreational vehicle or other similar object upon the Airport except for the express purpose of loading and unloading, except for designated parking lots and except for mobile fuel trucks. This prohibition also applies to storage in or upon said objects and LESSEE agrees that LESSOR

shall be reimbursed for any expenses associated with the removal of any object in contravention of this subsection.

7.9 - Utilities & Fixtures -

The LESSEE shall provide for all lights, gas, electrical current, water and sewers used anywhere in or about the Premises, and shall pay the charges made thereof promptly when due. LESSEE shall also provide for all service and/or utility fees which are required due to LESSEE's use or development of the Premises. It is further understood and agreed that LESSEE shall furnish and pay for all air conditioning and heating of such space, if such air conditioning and heating is used. LESSEE agrees to keep all fixtures pertaining to water, sewer and electrical systems located within the Premises in good order and repair and agrees that it is liable for any damage to such systems if such damage is caused by LESSEE or is due to negligence of the LESSEE.

7.10 - Maintenance of Premises -

LESSEE, at its expense, shall maintain in a good and safe condition the interior and exterior of the facilities located on the Premises and the same shall at all times be painted (if applicable) so as to present an attractive appearance, all at the sole cost and expense of LESSEE. LESSEE shall at all times and at its own cost and expense, make all repairs as may be needed, including air conditioning, heating and sprinkler systems. In addition, LESSEE agrees to provide all necessary cleaning services for the Premises and to provide the necessary management and labor personnel to perform continuing maintenance of the Premises, including related and associated appurtenances, run-up areas, parking lots, taxi-ways, common areas, landscaping, grass, paved area, installed and operational equipment and utility services. Such maintenance shall be at LESSEE's sole expense and shall be subject to general monitoring by LESSOR to insure a high quality of appearance and structural condition commensurate with the maintenance and safety standards at the Airport.

The accumulation of rubbish, trash, rags, cans, grease, food items, gasoline or other combustible materials in or about the Premises by the LESSEE will not be tolerated. LESSEE shall keep the Premises clean at all times and it shall be subject to inspection by the Airport Manager, or his designee, at any time and if found to be considered a fire or accident hazard, LESSEE shall be so informed and LESSEE shall have forty-eight (48) hours to clean the area to the Airport Manager's satisfaction.

7.11 - Pest Control -

It is understood by LESSEE that rodent and pest control is the sole responsibility of LESSEE. In addition, LESSEE shall maintain the Premises in a clean, neat condition as is reasonable for the type of operation this lease covers and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconveniences to adjoining properties.

7.12 - Operational Expense & Monitoring -

All operational facilities on the Premises shall be at the sole expense of LESSEE and shall be subject to the general monitoring by the LESSOR to insure the continuing quality of standards expected of similar facilities at other locations.

7.13 - LESSEE & LESSOR Relationship -

It is mutually understood and agreed that nothing herein contained is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting the LESSEE as the agent or representative of LESSOR for any purpose or any manner whatsoever.

7.14 – Hangar Usage –

Use of all hangars shall be limited exclusively to aircraft storage or commercial operations as defined in Chapter 3.3-1, City of Ormond Beach *Code of Ordinances*, as may hereafter be amended.

ARTICLE 8 - RIGHTS OF LESSOR

8.1 - Airport Development -

The LESSOR expressly reserves the right to further develop or improve any area of the Airport (other than the Premises) as the LESSOR deems proper, regardless of the desires or views of the LESSEE, and without interference or hindrance.

8.2 - Airport Approaches -

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and shall keep said Airport and its approaches free from obstruction and interference for the safe, convenient and proper use thereof by the LESSEE in common with all others entitled to the use thereof.

8.3 - Assurance of LESSEE Performance -

Nothing in this Lease shall in any way be construed as preventing, or in any manner inhibiting, the LESSOR from taking such steps as it may deem necessary to insure that the performance of LESSEE in the conduct of its business operation is compatible with the operation of an Airport by LESSOR.

8.4 - Cumulative Rights -

The rights of LESSOR hereunder shall be deemed cumulative and shall not be exhausted by one exercise thereof, and shall not exclude any other rights and remedies authorized by law, and no waiver by the LESSOR of any defaults shall operate as a waiver of any future defaults.

ARTICLE 9 - RIGHT OF ENTRY

The LESSOR, or its representatives, shall have the right to enter upon the Premises for any property or life threatening emergency and at any reasonable hour for the purpose of examining the same, or for any other lawful purpose.

ARTICLE 10 - CONTROL OVER AIRPORT

The LESSEE and its members, under the terms of this Lease, shall not be in control or possession of the Airport except as to the parts hereof leased exclusively to the LESSEE, and the LESSEE does not assume responsibility for the conduct or operation of the Airport or for the physical or other conditions of the portions thereof not included within the terms of this lease. The LESSEE is and shall be an independent contractor and operator, responsible to all parties for all of its acts or omissions and the LESSOR shall in no way be responsible therefor.

ARTICLE 11 - INDEMNIFICATION & INSURANCE

11.1 - Indemnification & Insurance Requirements -

LESSOR , its agents, employees, and official, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of this lease agreement unless such claims are a result of the LESSOR's sole negligence, as determined by the final arbiter of such claim. LESSEE shall pay all costs of the LESSOR's legal defense, as may be selected by LESSOR, for all claims through and including all appeals, arising out of this lease. Such payment on behalf of LESSOR shall be in addition to any and all other legal remedies available to LESSOR and shall not be considered to be LESSOR's exclusive remedy. Precaution shall be exercised at all times by the LESSEE for the protection of all persons, including employees and property. LESSEE shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the LESSOR beyond any statutory waiver of immunity or limits of liability which may have been

adopted by the Florida Legislature and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

The LESSEE shall, at its own cost and expense, promptly procure and pay for and at all times maintain a policy or policies of insurance in a company or companies acceptable to the LESSOR as provided for in City of Ormond Beach Resolution 2011-116 and all future amendments thereto, against any and all of the foregoing, with coverage limits for general liability in a sum not less than $1,000,000 including Automobile coverage and workers' compensation coverage in accordance with Florida law. This insurance may be in the form of single limit and may be provided by blanket or separate policy. This policy shall include but not be limited to, endorsements for liquor liability, if applicable. LESSEE further agrees that the City of Ormond Beach will be named as an additional insured. Said insurance coverage and limits of coverage may be adjusted from time to time at LESSOR's sole discretion after notice is given in writing by LESSOR to LESSEE. Insurance certificates with respect to the above described policies shall be delivered to the LESSOR, Attention: Airport Manager. LESSEE further agrees to keep all buildings, located on the Premises, insured against damage or loss in an amount not less than replacement cost of such buildings, the insurance policy or policies to name LESSOR as additional insured.

11.2 - Submittal of Policy -

The LESSEE shall furnish satisfactory proof to the LESSOR that all insurance premiums have been paid. In addition, all insurers shall furnish a certificate assuring the LESSOR that any coverage will not be canceled or otherwise modified without written notice to the LESSOR of at least thirty (30) days. A current policy or policies shall be in effect and on file with LESSOR at all times during the term(s) of this Lease.

ARTICLE 12 - ENVIRONMENTAL IMPAIRMENT, CONTAINMENT, REMOVAL & ABATEMENT

12.1 - Definitions -

The following terms shall be defined to mean the following for purposes of this Article 12 and this Lease:

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysolite (serpentine); (b) crocidolite (ricbeckite); (c) amostic (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

"Environmental Regulations" shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA"), and the Toxic Substances Control Act, as amended (915 U.S.C. Section 2601 et seq.) (together with the regulations promulgated thereunder, "TSCA"), and Chapter 403 and 376, Florida Statutes, as amended, and any other state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Hazardous Materials" shall mean any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum

products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as defined in CERCLA, RCRA, CWA, CAA, TSCA and Title III, and the regulations promulgated pursuant thereto, and in all other Environmental Regulations applicable to the LESSEE, any of the Premises or the business operations conducted by the LESSEE thereon.

"Laws and Regulations" shall mean any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, or restrictive covenants or other agreements affecting title to the Premises.

"Release" shall mean any material amount of Hazardous Materials pumped, spilled, leaked, disposed of, emptied, discharged or released on, from or beneath the Premises.

12.2 - Uses Not Permitted -

The LESSEE shall not use or permit the Premises or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary for business operations or to maintain the improvements on the Premises and then, only in compliance with all Environmental Regulations, and any state equivalent laws and regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any LESSEE, sub-lessee, licensee, guest, invitee, contractor, employee or agent of LESSEE (collectively, "LESSEE's Agents"), the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the Premises or onto any other property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of or used in the operation and maintenance of buildings such as the Project and related facilities, the use,

storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any release or threat of release of Hazardous Materials on, from or beneath the Premises caused by LESSEE or LESSEE's Agents during the term of this Lease, the LESSEE shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the LESSOR, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Premises or other property, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with Paragraph 12.5.

12.3 - Compliance with Environmental Regulations -

The LESSEE shall cause each LESSEE under this Lease, and use its best efforts to cause all of such LESSEE's sub-lessees, agents, licensees, employees, contractors, guests and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Premises; provided, however, that notwithstanding that a portion of this covenant is limited to the LESSEE's use of its best efforts, the LESSEE shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the LESSEE's obligations contained in Paragraph 12.4. Upon receipt of any notice during the term of this Lease from any Person with regard to the Release of Hazardous Materials on, from or beneath the Premises occurring during the term of this Lease, the LESSEE shall give prompt written notice thereof to the LESSOR (and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulations.)

12.4 - Hold Harmless -

Irrespective of whether any representation or warranty contained in this Article 12 is not true and correct, the LESSEE shall defend, indemnify and hold harmless the LESSOR, and each of its

employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Article 12, consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the LESSOR shall have delivered to the LESSEE), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (I) the presence, disposal, release, threat of release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Premises resulting from LESSEE's or LESSEE's Agents use of the Premises during the term of this Lease, (II) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to LESSEE's or LESSEE's Agents use of Hazardous Materials on the Premises during the term of this Lease, (III) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the LESSOR shall have delivered to the LESSEE) as a result of the Release of Hazardous Materials caused by LESSEE or LESSEE's Agents during the term of this Lease, or governmental order relating to Release or threat of Release, storage or use of Hazardous Materials on, from or beneath any of the Premises caused by LESSEE or LESSEE's Agents during the term of this Lease, (IV) any violation of Environmental Regulations or Paragraphs 12.2 or 12.3 hereof by LESSEE or any of LESSEE's Agents, and (V) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs as a result of the Release or threat of a Release, use or storage of Hazardous Materials caused by LESSEE or LESSEE's Agents during the term of this Lease. To the extent that the LESSEE is strictly liable under any Environmental Regulation, its obligation to the LESSOR and the other indemnities under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. LESSEE'S obligation

and liabilities under this Article 12 shall survive any termination of this Lease prior to expiration of the initial term of this Lease, foreclosure of the security interest in the Premises and the delivery of any instrument in lieu of foreclosure.

12.5 - Maintenance & Inspection -

The LESSEE shall conform to and carry out a reasonable program of maintenance and inspection applicable to its operation, including, but not limited to all storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

12.6 - Property Restoration -

Upon termination of this Lease, for any reason whatsoever, LESSEE shall be responsible for removing any tanks or containers existing on the Premises and restoring the Premises to the condition it was found to be in at the commencement of the Lease if requested to do so by LESSOR.

12.7 - Covenants Remain in Full Force -

The covenants of the LESSEE contained in this Article shall remain in full force and effect after the termination of this Lease until the later of (I) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (II) payment in full or the satisfaction of such claim or cause of action and of all expense and charges incurred by the LESSOR relating to the enforcement of the provisions herein specified.

ARTICLE 13 - ASSIGNMENT OR SUBLEASING

The LESSEE shall not assign this Lease nor any interest therein, nor underlet or sublet all or any part of the Premises, rights or privileges, without the prior written consent of LESSOR, which shall not unreasonably be withheld, and unless in accordance with Section 3.3-52 of the Code of Ordinances. No assignment of this Lease shall relieve or release the LESSEE from any obligation, duty, or liability herein or hereunder. In the event of any lawful and proper assignment, the LESSOR shall be authorized to deal with any assignees fully and completely as though he/she or it had been the original LESSEE hereunder, without notice to the LESSEE. No consent by the LESSOR to any subsequent assignment or subletting shall operate as a consent to any other future assignment or subletting, operate as a waiver of the requirement of the LESSOR's consent thereto. The LESSEE shall furnish the LESSOR with a fully executed copy of any assignment made hereunder.

ARTICLE 14 - FAA

Whenever the term "FAA" is used in this lease, it shall be construed as referred to the Federal Aviation Administration created by the Federal Government under the Civil Aeronautics Act of 1938, as amended, or to such other agency or agencies of the Federal Government having, from time to time, similar jurisdiction over airports of the nature to be operated by LESSOR, including, but not limited to, the presently existing Federal Aviation Administration or its successors.

ARTICLE 15 - AIRPORT PROTECTION

15.1 - Right of Flight -

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above

the surface of the Premises described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

15.2 - FAR 77 Restrictions -

LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such height so as to comply with Federal Aviation Regulation (FAR) Part 77.

15.3 - Creation of No Hazards -

LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 16 - PROPERTY RIGHTS RESERVED

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in this lease of said lands from the Airport Owner, and any existing or subsequent amendments thereof, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Ormond Beach Municipal Airport.

The parties expressly agree that if any provision of this lease agreement is deemed to be in violation of, or inconsistent with, any FAA rules, regulations, or grant assurances, this lease agreement shall

be modified by the parties to bring the lease into compliance, and that the need for such modification shall not be considered a breach of this lease agreement.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 - Showing of Premises -

LESSOR has the privilege of showing to a prospective LESSEE the Premises for rent at any time within ninety (90) days prior to the expiration of this Lease and during the said time to exhibit the Premises at reasonable hours and with reasonable notice to LESSEE.

17.2 - Non-Exclusive Rights -

Notwithstanding anything contained herein that may be or appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the LESSOR reserves the right to grant similar privileges to others on the Airport.

17.3 - Binding Agreement -

This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

17.4 - Brokerage Commission -

The LESSEE represents and warrants to the LESSOR that it has not caused any broker, agent, finder, or other party to be entitled to a fee or commission by reason of this Lease. The LESSOR represents and the LESSEE expressly agrees that the LESSOR will pay a commission or fee, or part thereof, only if there is a written agreement entitling a party to a commission which has been executed by the City Commission. The LESSOR represents that in the event there are any brokerage commissions, or agreements entitling any party to a commission, which have been executed on behalf of the LESSOR, any such commissions shall be paid by the LESSOR.

17.5 – Memorandum of Lease Agreement –

LESSOR and LESSEE agree to execute the Memorandum of Lease Agreement attached hereto as Exhibit "B."

ARTICLE 18 – PROVISIONS REQUIRED BY THE FEDERAL GOVERNMENT

18.1 – Leased Premises to be Operated for Use and Benefit of Public –

LESSEE agrees to operate Leased Premises for the use and benefit of the public. LESSEE further agrees to: (1) furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport; (2) furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and (3) charge fair, reasonable and nondiscriminatory prices for each unit of sale or service provided that the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

18.2 – Nondiscrimination –

The LESSEE, for itself, its personal representatives, successors in interest, and assigns, its agents and employees, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations

may be amended. LESSEE will not discriminate against any person or class of persons by reason of race, color, sex or national origin in providing any services or in the use of any of its facilities provided for the public, in a manner prohibited by Part 15 of the Federal Aviation Regulations. The LESSEE further agrees to comply with such enforcement procedures as the United States might demand that the LESSOR take in order to comply with the grant assurances. In the event of a LESSEE breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

18.3 – Obstructions –

LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to Aircraft. It shall be a condition of this Lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

18.4 – LESSOR's Rights Clause –

LESSOR reserves the right, but shall not be obligated to LESSEE unless otherwise agreed herein, to maintain and keep in repair the airfield and all publicly owned facilities on the Airport, together with the right to direct and control all activities of LESSEE in this regard. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the LESSOR acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the LESSOR, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the LESSOR pertaining to the Airport.

18.5 – Compliance with Laws, Etc. –

The LESSEE shall at all times comply with all Legal Requirements, including but not limited to the Airport Minimum Standards, Federal, State and Local Laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated. The LESSEE and all sub-LESSEEs shall procure and maintain during the Term of the Lease all licenses, permits and other similar authorizations required for the conduct of LESSEE and Sub-LESSEEs business operations.

18.6 – Exclusive Rights –

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEEs on other parts of the Airport.

18.7 – Books and Records –

The LESSEE must maintain an acceptable cost accounting system. The LESSEE agrees to provide the LESSOR, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the LESSEE which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The LESSEE agrees to maintain all books, records and reports required under this Lease for a period of not less than three years after final payment is made and all pending matters are closed.

18.8 – General Civil Rights Provisions –

The LESSEE/concessionaire/LESSEE and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE/concessionaire/LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

18.9 – Title VI List of Pertinent Nondiscrimination Acts and Authorities –

During the performance of this Lease, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18.10 – Clean Air and Water Pollution Control –

LESSEE agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42USC Sec. 740-7671q) and the Federal Water Pollution Control Act as amended (33USC Sec. 1251-1387). LESSEE agrees to report any violation to LESSOR immediately upon discovery. LESSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. LESSEE must include this requirement in all subcontracts that exceed $150,000.00.

18.11 – OSHA –

LESSEE shall, and require of all sub-LESSEEs, contractors or subcontractors operating or performing work on the Leased Premises, comply with the requirements of 29 CFR Part 1910. All the foregoing must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. The foregoing entities retain full responsibility to monitor their compliance with the applicable requirements of the Occupational Safety and health Act of 1970. All the foregoing must address any claims or disputes that pertain to a referenced requirement directly with the US Department of Labor-Occupational Safety and Health Administration.

18.12 – Non-Segregation –

(a) LESSEE agrees, and will require any and all sub-LESSEEs to agree, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The LESSEE agrees that a breach of this clause is a violation of the Equal Opportunity clause in this Lease.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sec, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

18.13 – Civil Rights –

The LESSEE agrees, and will ensure any sub-LESSEE agrees, to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted upon or benefiting from the use of the Leased Premises.

ARTICLE 19 – NOTICES

Notices to the LESSOR provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the LESSOR at:

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

and notices to the LESSEE shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the LESSEE at:

KOMN Hangar Investors, LLC
c/o Holub Development Company
1185 W. Granada Blvd., Suite 12
Ormond Beach, FL 32174

or to such other respective address as the parties may designate, in writing, from time to time.

ARTICLE 20 - WAIVER OF JURY TRIAL; VENUE; CHOICE OF LAW

If legal action ensues between the LESSOR and the LESSEE, each party hereby waives any right to a trial by jury in any such action arising out of, or based upon this Lease. With respect to any legal action or dispute arising between the parties hereto venue shall be Volusia County, Florida. This Lease shall be governed by Florida law.

ARTICLE 21 - TERMINATION OF LEASE BY LESSOR

21.1 - Continued Performance -

Continued performance by the LESSOR under this Lease for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the LESSEE, shall not be deemed a waiver of any right on the part of the LESSOR to terminate this Lease for such default. No waiver by the LESSOR of default by the LESSEE of any of the terms, covenants or conditions hereof to be performed, kept and observed by the LESSEE shall be construed to be or act as a waiver by the LESSOR of any subsequent default.

21.2 - Failure to Pay -

If the LESSEE (I) fails to pay any amounts due hereunder and such failure continues for a period of five business days from the date LESSEE receives (1) an invoice for the succeeding month's rental payment showing the prior month's rental payment is past due or (2) such other written notice sent by LESSOR to LESSEE or (II) fails to keep and perform any other conditions, stipulations or agreements herein contained on the part of the LESSEE to be kept and performed and such failure or breach continues for a period of thirty (30) days following written notice by LESSOR, or (III) suffers to be filed against LESSEE an involuntary or voluntary bankruptcy, or make an assignment for the benefit of creditors, or should there be appointed a receiver to take charge of the Premises either in the State courts, or in the Federal court (the events described in items (I), (II), and (III)

shall each constitute an Event of Default under this Lease), then, in any of such events, the LESSOR may, at LESSOR's option, terminate and end this Lease and re-enter upon the Premises, whereupon the term hereby granted, and all right, title and interest in or under it, shall end and the LESSEE become a LESSEE at sufferance; or else said LESSOR may, at LESSOR's option, elect to declare the entire Annual Rent for the balance of the term, or any part thereof, due and payable, and may proceed to collect the same either by distress or otherwise, and thereupon said term shall terminate, at the option of the LESSOR; or else the said LESSOR may take possession of the Premises and rent the same for the account of the LESSEE, the exercise of any of which options herein contained shall not be deemed the exclusive LESSOR's remedy; the expression "entire Annual Rent for the balance of the term" as used herein shall mean all of the rent prescribed to be paid by the LESSEE unto the LESSOR for the full term of this Lease; less, however, any payments that have been made on account of and pursuant to the terms of this Lease.

21.3 - Attorney Fees -

If a civil action or proceeding (including administrative actions) is filed to enforce or to obtain a judicial declaration of this Lease, then the prevailing party in such action shall recover from the non-prevailing party all of the prevailing party's litigation expenses which were reasonably and necessarily expended. Litigation expenses means investigative expenses, private investigation expenses, services of process charges, court costs, and attorney's fees. This covenant shall apply to all trial level and appellate actions or proceedings.

ARTICLE 22 - TERMINATION OF LEASE BY LESSEE

The LESSEE, in addition to any right of termination or any other right herein given LESSEE, may terminate this Lease by giving thirty (30) days written notice to LESSOR, given upon or promptly after the happening of any one of the following events:

22.1 - Unable to Conduct Business (FAA) -

Any failure or refusal by the Federal Aviation Administration to permit the LESSEE to conduct its business on the Premises.

22.2 - Breach by LESSOR -

The breach by LESSOR of any of the covenants or agreements contained herein on its part to be kept and performed, and the failure of the LESSOR to remedy such breach for a period of ninety (90) days after receipt of written notice from LESSEE of the existence of such breach.

22.3 - Inability to Use Premises -

The inability of LESSEE to use the Premises continuing for a longer period than thirty (30) days, due to any law or order, rule or regulations of any appropriate governmental authority having jurisdiction over the Premises, or with the operation of LESSEE, or due to war, earthquake, or other casualty, provided the negligence or other fault of the LESSEE is not the cause of such inability of the LESSEE to use the Premises.

ARTICLE 23 - IMPOSSIBILITY OF PERFORMANCE OF LESSOR

The LESSOR may, at any time during the term hereof, discontinue the operation and maintenance of either or all or any part of the Airport, or lease or sell the same to the United States of America, the State of Florida, or any agency, branch, bureau, department or subdivision of the same, or any governmental or political subdivision thereof, but in such event, the LESSOR shall use all reasonable efforts to enable LESSEE to continue its occupancy of the Premises under the same terms and conditions as provided herein. In the event of the happening of any of the foregoing events or in the event of the total or partial destruction thereof by fire, acts of God, public enemy, accident or casualty, so that the said Airport or the Premises is rendered unusable by LESSEE for the uses and purposes for which leased, the Lease shall be terminated at the option of LESSEE. In

the event of a partial or absolute taking of the Premises by the United States, the State of Florida, or any agency, branch, bureau, department or subdivision thereof and in the event said Premises are leased to any thereof and the LESSOR cannot enable LESSEE to continue its business under the same terms and conditions as provided herein, in accordance with the foregoing terms hereof, both parties shall have the right to pursue a condemnation award and shall cooperate with each other to do so with the LESSEE being entitled to any award for loss of business, moving expenses, and taking of improvements comprising the Premises and the LESSOR being entitled to all other amounts awarded.

ARTICLE 24 - SURRENDER

The LESSEE and LESSOR agree that all improvements to the Premises, including buildings and utilities or other appurtenances, are the property of the LESSEE, but shall become the property of the LESSOR at the time of expiration of the full term, plus option periods of this Lease, or at the time of termination if it should occur before expiration. LESSEE shall have the right to remove any and all trade fixtures, including specialty light fixtures, furniture, antiques, memorabilia and other decor items upon the expiration or termination.

The LESSEE shall yield and deliver possession of the Premises to the LESSOR at the termination of this Lease, by expiration of time or otherwise, or of any renewal or extension hereof, in good condition, excepting only reasonable wear and tear, fire or other casualty, and the LESSEE shall have the right at any time during said term, or any renewal or extension hereof, and for thirty (30) days after the termination hereof, to remove its property therefrom as hereinbefore stated. Upon termination of this Lease, for any reason whatsoever, LESSEE shall remove any or all buildings or other improvements existing on the Premises if directed to do so by LESSOR.

ARTICLE 25 -ENTIRE AGREEMENT

The parties mutually represent and warrant to each other that this Lease, consisting of Articles 1 through 26, inclusive, and Exhibits A, B, and C constitute the final Lease of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Agreement.

ARTICLE 26 - SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first written above.

Signed, sealed and delivered
in presence of:

AS TO LESSOR: City of Ormond Beach
Attest:

Name: Joyce A. Shanahan
Title: City Manager
Date: 8/4/2020

Name: Bill Partington
Title: Mayor
Date: 8/4/2020

AS TO LESSEE: KOMN Hangar Investors, LLC
Attest:

Name: Paul F. Holub Sr.
Title: Manager
Date: 6-3-2020

AS TO LESSEE:
Attest:

Name: Frank Bullard
Title: Manager
Date: 6-3-2020

Approved as to form and legality:
CITY OF ORMOND BEACH/CITY ATTORNEY'S OFFICE

Name: Randal A. Hayes
Title: City Attorney
Date: 8-4-2020

Exhibit A - Lease Description, Parcel 1 (L1), Southeast Quadrant

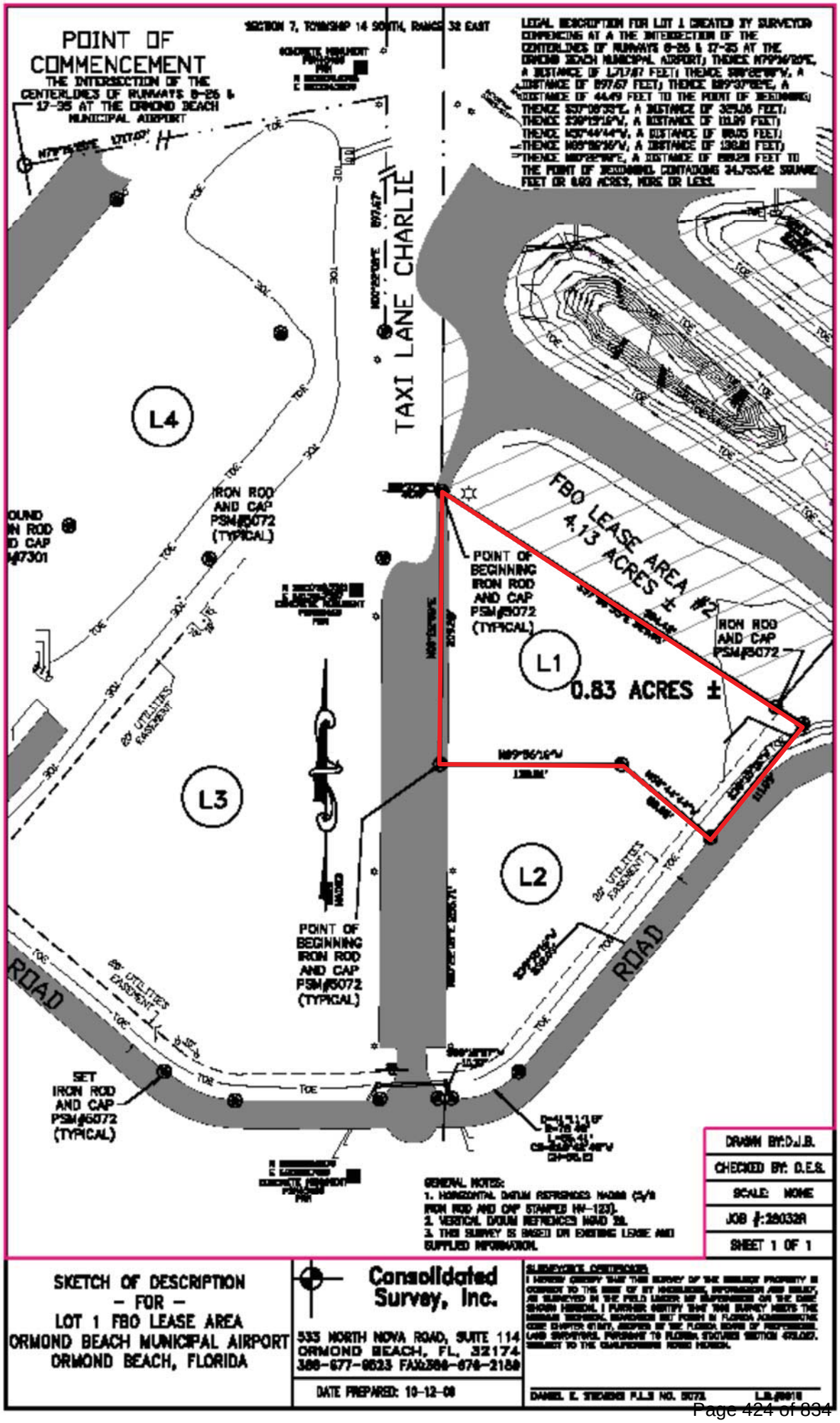
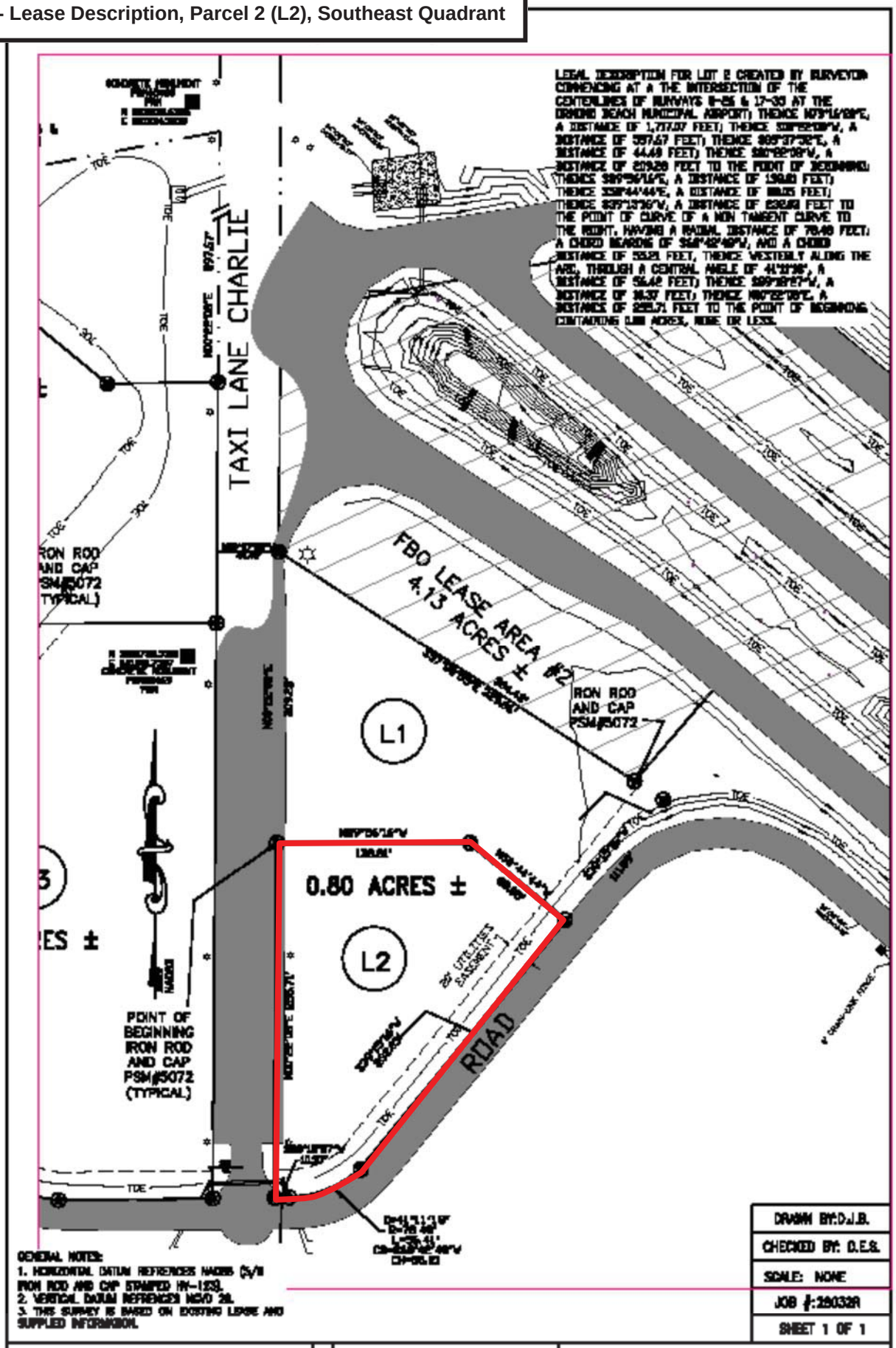


Exhibit A - Lease Description, Parcel 2 (L2), Southeast Quadrant

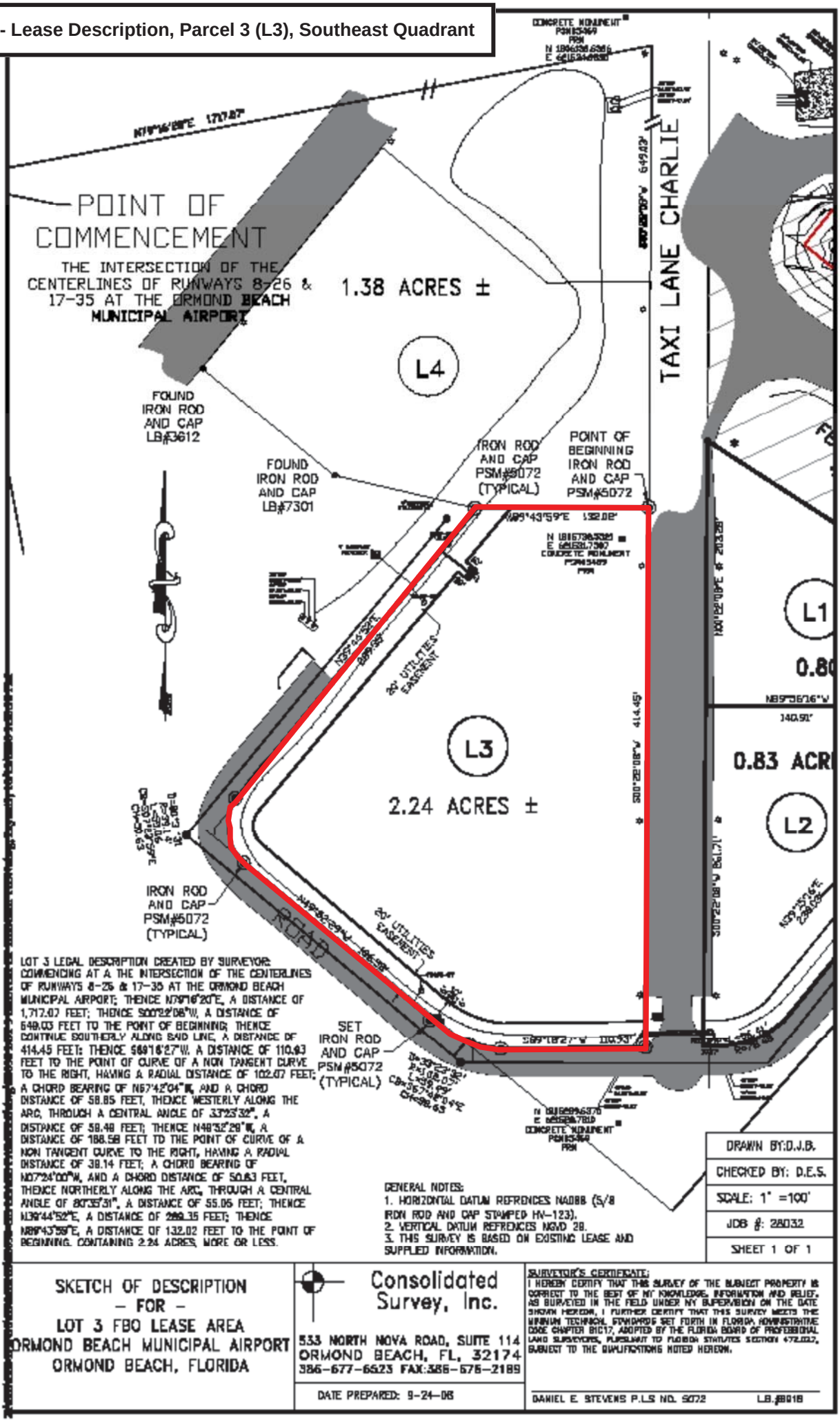


SKETCH OF DESCRIPTION
– FOR –
LOT 2 FBO LEASE AREA
ORMOND BEACH MUNICIPAL AIRPORT
ORMOND BEACH, FLORIDA

Consolidated Survey, Inc.
533 NORTH NOVA ROAD, SUITE 114
ORMOND BEACH, FL. 32174
386-677-9623 FAX:386-676-2189

DATE PREPARED: 10-12-08

Exhibit A - Lease Description, Parcel 3 (L3), Southeast Quadrant



LOT 3 LEGAL DESCRIPTION CREATED BY SURVEYOR:
COMMENCING AT A THE INTERSECTION OF THE CENTERLINES OF RUNWAYS 8-26 & 17-35 AT THE ORMOND BEACH MUNICIPAL AIRPORT; THENCE N79°16'20"E, A DISTANCE OF 1,717.07 FEET; THENCE S00°22'08"W, A DISTANCE OF 649.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 414.45 FEET; THENCE S89°16'27"W, A DISTANCE OF 110.93 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 102.07 FEET; A CHORD BEARING OF N57°42'04"W, AND A CHORD DISTANCE OF 58.85 FEET, THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 33°23'32", A DISTANCE OF 59.48 FEET; THENCE N48°32'29"W, A DISTANCE OF 188.58 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 38.14 FEET; A CHORD BEARING OF N07°24'00"W, AND A CHORD DISTANCE OF 50.83 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 80°35'31", A DISTANCE OF 55.05 FEET; THENCE N39°44'52"E, A DISTANCE OF 289.35 FEET; THENCE N89°43'59"E, A DISTANCE OF 132.02 FEET TO THE POINT OF BEGINNING. CONTAINING 2.24 ACRES, MORE OR LESS.

GENERAL NOTES:
1. HORIZONTAL DATUM REFRENCES NAD88 (5/8 IRON ROD AND CAP STAMPED HN-123).
2. VERTICAL DATUM REFRENCES NGVD 29.
3. THIS SURVEY IS BASED ON EXISTING LEASE AND SUPPLIED INFORMATION.

DRAWN BY:D.J.B.
CHECKED BY: D.E.S.
SCALE: 1" =100'
JOB #: 28032
SHEET 1 OF 1

SKETCH OF DESCRIPTION
– FOR –
LOT 3 FBO LEASE AREA
ORMOND BEACH MUNICIPAL AIRPORT
ORMOND BEACH, FLORIDA

Consolidated Survey, Inc.
533 NORTH NOVA ROAD, SUITE 114
ORMOND BEACH, FL, 32174
386-677-6523 FAX:386-676-2189

DATE PREPARED: 9-24-08

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATE SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

DANIEL E. STEVENS P.L.S NO. 5072 LB.#8018

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is made as of this 4 day of August, 2020, by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City", and **KOMN HANGAR INVESTORS, LLC,** a Florida Limited Liability corporation, hereafter referred to as "the Tenant".

W I T N E S S E T H:

1. The City and the Tenant have entered into that certain written Ground Lease Agreement dated August 4, 2020 (the "Lease"), concerning certain real property located in Volusia County, Florida, which property is more particularly described on Exhibit A, attached hereto and incorporated herein, whereby, for good and adequate consideration, the City leases to the Tenant and the Tenant takes from the City the aforedescribed real property, upon the rents, terms, covenants, and conditions therein contained, which Lease is made a part hereof for all purposes as if fully set forth herein.

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

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

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

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

DATED this 4 day of August, 2020.

Signed, sealed and delivered in presence of:

AS TO LESSOR: City of Ormond Beach

WITNESSES:

PRINT: Wendy Hontz

PRINT: Cassidi Ritz

CITY OF ORMOND BEACH, a Florida municipal corporation

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE SHANAHAN
City Manager

AS TO LESSEE: KOMN HANGAR INVESTORS, LLC.

WITNESSES:

PRINT: Bryan Shaffer

PRINT: Gina Hames

KOMN Hangar Investors LLC., a Florida Limited Liability corporation

By:
PAUL F. HOLUB JR.
Manager

EXHIBIT C

The annual rent, billed monthly, shall increase each year on January 15th based upon the rent schedule below, until January 15, 2025. The annual rent will be subject thereafter to annual increases per the Consumer Price Index ("C.P.I.") as outlined in Paragraph 4.2.

2020 $2523.44 per month
2021 $2635.72 per month
2022 $2750.24 per month
2023 $2867.05 per month
2024 $2981.73 per month

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, conomic Development Director

Date: August 4, 2020

Subject: Airport Lease Agreement - KOMN Hangar Investors, LLC

Commission Goal: N/A

Introduction

This item seeks approval for the establishment of a lease agreement between the City and KOMN Hangar Investors, LLC, for a portion of airport property, more specifically known as Parcels 1, 2, and 3 of the southeast uadrant of the Ormond Beach Municipal Airport.

Information provided herein is intended to clarify the timeline of events and the process employed to establish a lease agreement between the City and KOMN Hangar Investors, LLC, which is consistent with the City s practice of leasing airport land on a first come, first served basis.

Background

Parcel 2 was previously leased to Sunrise Aviation, Inc. (SA) in 2009 for the purpose of constructing a new hangar facility to support flight training operations (Resolution No. 2009-182). The terms of that lease re uired SA to commence their hangar pro ect within 18 months of lease execution. SA was unable to proceed with the pro ect due to difficulty securing financing for the pro ect, a general economic downturn at that time, plus the need to focus on aspects of their business operations at another airport. SA re uested and received an 18 month extension of the pro ect commencement re uirement in 2011 (Resolution No. 2011-183). SA failed to proceed with the pro ect in any manner, resulting in automatic lease termination after 36 months.

In October of 2019, Mr. Frank Bullard of KOMN Hangar Investors, LLC (KHI) began to explore the possibility of leasing land at the airport for the purpose of developing a hangar complex, by seeking to research existing lease agreements for airport property. Staff initially met with Mr. Bullard in April of 2020 to discuss airport land lease rates and the possibility of leasing land in the southeast uadrant upon which to build hangars. pon Mr. Bullard s re uest on April 15, 2020, staff provided him with examples of

existing lease agreements, plus a current sample airport lease agreement and sample site plans for Parcels 1, 2, and 3 in the southeast quadrant and surveys of those parcels. On April 29, 2020, Mr. Bullard requested and staff provided Mr. Bullard with CAD drawings and other files related to the parcels. Staff also provided Mr. Bullard with contact information for airport design engineering firms familiar with the Ormond Beach airport. By the close of April, Mr. Bullard advised staff that KHI was working with Mr. Paul Holub of Holub Development Company to advance the project and that they had engaged a professional engineering firm to help develop a large hangar project for the southeast quadrant of the airport.

Discussion

On May 18, 2020, Mr. Jeff Lefever of Sunrise Aviation, Inc. (SA) emailed staff to indicate interest in leasing Parcels 1, 2, and 3 in the southeast quadrant. On May 19, 2020, staff advised Mr. Lefever that there were other parties interested in Parcels 1, 2, and 3. On May 20, 2020, staff provided Mr. Lefever with draft lease agreements for the three parcels via email. The email message to Mr. Lefever stated "*If you agree with the terms of these agreements and wish to proceed, I will need two (2) original, executed signature pages (page 31) for each agreement.*" During the remainder of May, Mr. Lefever engaged staff in a series of messages concerning the rent for the three lots and the fees for each lease. Mr. Lefever proposed building a T hangar complex for smaller aircraft in order to perhaps gain a lower lease rate. In response to requests from Mr. Lefever, staff provided copies of the current lease for FBO Areas 1 and 2 on May 20, 2020 plans for the existing T hangar facility in FBO Area 2 on May 21, 2020 additional copies of the draft leases for Parcels 1, 2, and 3 plus another copy of the current lease for FBO Areas 1 and 2 on May 26, 2020 and copies of the 2020 rent increase letters for all active leases on the airport on May 27, 2020.

On May 29, 2020, Mr. Bullard of KHI provided staff with an initial draft site plan for his proposed hangar project in the southeast quadrant. On June 2, 2020, Mr. Paul Holub of Holub Development Company, acting on behalf of KHI, provided staff and the City Attorney with a formal proposal and draft site plan to lease and develop Parcels 1, 2, and 3 adjacent to Taxiway Charlie in the southeast quadrant. The proposed project involved the construction of ten large hangars and related improvements in compliance with the planned use of the parcels as determined during the most recent Airport Master Plan pdate. On June 3, 2020, staff provided KHI with two copies of a draft lease agreement for Parcels 1, 2, and 3 via email. The email message to KHI stated "*the City will need two (2) original, signed signature pages in order to commence the process of presenting your lease to the City Commission for approval.*" On June 5, 2020, KHI delivered two original, executed signature pages for their lease agreement to staff. Staff began the process to prepare the lease agreement for presentation to the City Commission for approval.

On June 9, 2020, staff advised Mr. Lefever that the City was in receipt of an executed lease from another party for Parcels 1, 2, and 3 in the southeast quadrant. Later that day, an attorney representing Mr. Lefever emailed a public records request to the City

for all documents pertaining to the lease of Parcels 1, 2 and 3 to either Frank Bullard or Holub Development. On June 9 and June 10, 2020, staff provided Mr. Lefever with record drawings and additional information about the existing T hangar facility in FBO Area 2 in further response to his re□uests on that topic.

One month later, on July 9, 2020, the City Attorney was advised by Mr. Lefever□s attorney that Sunrise Aviation intended to submit a competing proposal for the lease of Parcels 1, 2, and 3 in the southeast □uadrant. On July 20, 2020, staff received via email a proposal package from Mr. Lefever for a large hangar pro□ect in the southeast □uadrant of the airport. The proposal references Mr. Lefever□s prior lease of Parcel 2 in the southeast □uadrant, which was terminated by the City because Mr. Lefever failed to proceed with development of the lot over a 36-month period.

There are additional discrepancies in his proposal□

- Mr. Lefever references a meeting with Justin □dwards, a representative of the airport engineering firm Infrastructure Consulting & □ngineering (IC□) and included a site plan purported to be from his firm. However, the site plan in the proposal was not produced by IC□. Staff has confirmed this with a phone call to Mr. □dwards on July 20, 2020. The site plan included with Mr. Lefever□s proposal appears to have been produced by Civil Corp □ngineering, Inc. (CC□), a Maitland, Florida based civil engineering firm, which, based on review of their website, does not have experience providing aviation or airport design engineering services.
- The site plan provided in Mr. Lefever□s proposal proposes the construction of a series of 100□x100□hangars and smaller office facilities. □pon review of this site plan, it appears Taxiway Charlie is incorrectly represented as a taxi lane, and as a result the hangars proposed appear to intrude into the Taxiway Ob□ect Free Area and would therefore not be permitted for construction under current FAA airport design criteria. This was verified by Doug Norman of Hoyle, Tanner and Associates, the City□s aviation consultant.

It is the City□s responsibility as the airport sponsor to comply with all federal obligations, to operate and develop the airport for the benefit of the flying public, and to make the airport as financially self-supporting as possible. The City has consistently considered proposals for development of airport property on a first come, first served basis. Staff provided Mr. Lefever with a lease agreement for Parcels 1, 2, and 3 two full weeks prior to providing KHI with a similar lease for the same parcels. KHI submitted a proposal, engineered site plan, and signed lease for the City Commission□s approval. Mr. Lefever did not provide the City with a signed lease agreement or any other proposal prior to receipt of the signed lease agreement by KHI.

Additionally, the City, acting as the airport sponsor, is guided in the provision of airport property by the federal obligations and grant assurances which the City is obliged to follow as a recipient of federal funds in the form of Airport Improvement Grants. Mr. Lefever, who already controls a large amount of hangar and ramp space (please see attached map) on the airport, is asking the City to delay and potentially deny a lease of

airport land to another □ualified aeronautical user, to instead lease and use the land for his exclusive benefit. Federal Grant Assurance 23 provides that the City □*will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.*□Mr. Lefever believes that his proposal should be given consideration over the KHI proposal because he is willing to pay more for the lease. Lease rates for available airport parcels were established per FAA guidelines via a certified appraisal. The City may not accept competitive bids for leases of airport land because Federal Grant Assurance 22 provides that □*each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators making the same or similar uses of such airport and utilizing the same or similar facilities.*□

KOMN Hangar Investors, LLC (KHI) seeks to lease approximately 3.87 acres of property at the airport to construct a large hangar complex to be used for aircraft storage. The proposed lease agreement represents the first phase of a large development plan by KHI. Conceptual drawings included with the proposed lease illustrate a hangar complex that spans Parcels 1, 2, and 3 in the southeast □uadrant.

Budget Impact

During the designated site plan review period, the lessee will pay the City a reduced monthly rent of □504.69, which shall apply for nine months from the commencement date of the lease. Following the nine-month review period the rent will be □2,523.44 per month for the duration of the current year. The monthly rate shall increase each year in accordance with the □xhibit C rent chart in the lease agreement.

Citizen Impact

The proposed lease agreement pertains specifically to current and planned airport operations, and will have no impact upon the City□s general population. The proposed lease agreement does not address the sub□ect of aircraft noise abatement because the City has no legal authority to impose restrictions regarding aircraft noise or noise abatement procedures.

Recommendation

The lease agreement with KOMN Hangar Investors, LLC will provide revenue for the airport and will result in new aeronautical facilities that are in compliance with the Airport Master Plan and will further the airport□s ability to serve as a valuable part of the National Airspace System. Staff recommends approval of the lease agreement with KOMN Hangar Investors, LLC.

Attachments:

- 20-91 KOMN Hangar Investors LLC (PDF)
- KOMNHI Lease Agreement (PDF)

- □xhibit A Property Description (PDF)
- □xhibit B□ M□MORAND□M OF L□AS□ AGR□□M□NT (PDF)
- □xhibit C Rent Schedule (PDF)
- Preliminary Site Plan (PDF)
- Sunrise / Hangar Seven Current Airport Property Interest Map (PDF)

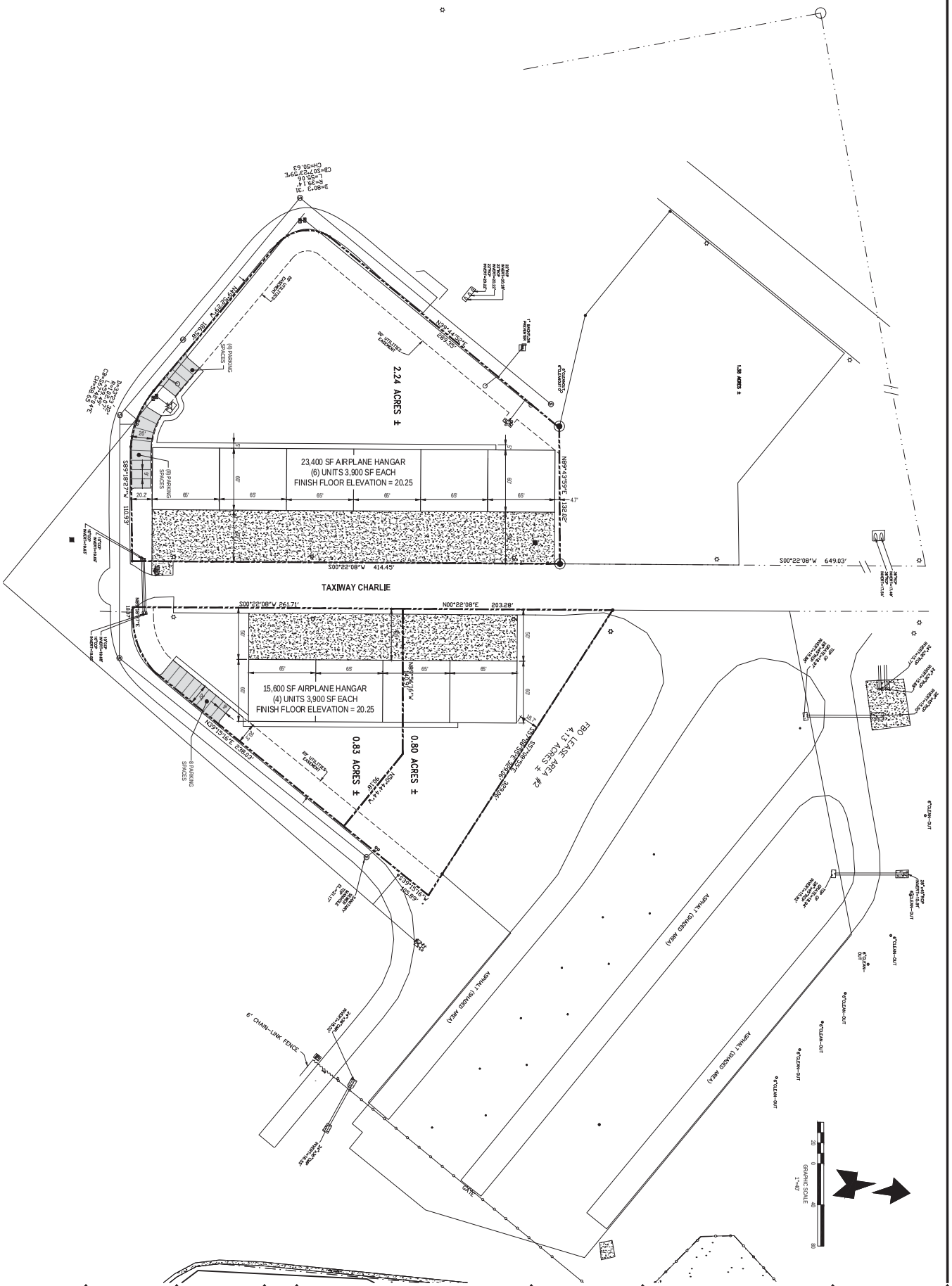
REVIEWED BY:

Kelly McGuire, Finance Director 7/27/2020

Claire Whitley, Assistant City Manager 7/29/2020

APPROVED BY:

Joyce A. Shanahan, City Manager 7/29/2020



CONCEPTUAL SITE PLAN

ORMOND BEACH AIRPORT

AIRPORT ROAD

ORMOND BEACH, FL 32175

HOLUB DEVELOPMENT

NEWKIRK ENGINEERING INC.

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

HARRY H. NEWKIRK, P.E. #62971
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
NO. 62971

PROJECT No: 2020-101
DATE: MAY 2020
DESIGN BY: HHN
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=40'
DRAWING No.: 1

REVISIONS

DATE	DESCRIPTION

Sunrise Aviation / Hangar Seven Aviation (Jeff Lefever) - Current Airport Land Lease Areas and Facilities



RESOLUTION NO. 2021-130

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY AND KOMN HANGAR INVESTORS, LLC, FOR THE LEASING OF CERTAIN CITY-OWNED REAL PROPERTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a First Amendment to Lease Agreement between the City and KOMN Hangar Investors, LLC for the limited purpose of clarifying and updating legal descriptions for the leased premises. A copy of the First Amendment is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 17th day of August, 2021.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

Wendy J. Hontz

WENDY J. HONTZ
Acting City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\08-17-21\21-130 First Amendment KOMN Lease (P20-0110G).docx

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN KOMN HANGAR INVESTORS, LLC AND THE CITY OF ORMOND BEACH, FLORIDA

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and executed by and between the City of Ormond Beach, Florida, a municipal corporation ("Lessor") and KOMN Hangar Investors, LLC, a Florida limited liability company ("Lessee") this 17 day of August, 2021 wherein, Lessor and Lessee agree as follows:

I. Recitations of Facts.

A. Lessor and Lessee entered into that certain Lease Agreement between KOMN Hangar Investors, LLC and the City of Ormond Beach, Florida dated August 4, 2020 ("Lease"). The legal description of the Lease was furnished by Lessor subject to confirmation by Lessee at Lessee's cost.

B. Lessee retained the services of AA Wilbert, Jr. Land Surveying, Inc. P.L.S. #2620 L.B. #4267 ('Surveyor") to verify the legal description and graphic depiction of the Lease Description. (Article 1 of the Lease).

C. The graphic depiction remains unchanged, but the legal description has been amended to more accurately define the Lease Description.

D. Lessor and Lessee wish to amend the Lease to incorporate the amended legal description as prepared by the surveyor.

II. Agreement Between the Parties.

1. Recitations. The above recitations are true and correct.

2. Amended Legal Description. Exhibit A, referenced in Article 1 – Lease Description of the Lease, is replaced by amended Exhibit A attached hereto and incorporated herein.

3. Graphic Depiction. The graphic depiction of the real property is attached hereto as Exhibit B and remains unchanged from the graphic depiction previously referenced in Article 1 of the Lease.

4. Reaffirmation. All terms and conditions of the Lease not inconsistent herewith are ratified and confirmed.

SEE ATTACHED PAGE FOR SIGNATURES OF LESSOR AND LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed these presences as of the day and year first written above.

Signed, sealed and delivered in
Presence of:

AS TO LESSOR: City of Ormond Beach
Attest:

Name: Joyce A. Shanahan
Title: City Manager
Date: August 17, 2021

Name: Bill Partington
Title: Mayor
Date: August 17, 2021

AS TO LESSEE: KOMN Hangar Investors, LLC
Attest:

Name: Paul F. Holub, Jr.
Title: Manager
Date: August 6, 2021

AS TO LESSEE:
Attest:

Name: Frank Bullard
Title: Manager
Date: August 6, 2021

Approved as to form and legality:
CITY OF ORMOND BEACH/CITY ATTORNEY'S OFFICE

Name: Randal A. Hayes
Title: City Attorney
Date: August 17, 2021

AMENDED EXHIBIT A

A.A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: andy@wilbertsurveying.com
WILBERTSURVEYING@CFL.RR.COM

LEGAL DESCRIPTION (Provided by Client) (All in Section 7-14-32)

L1

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 597.67 feet; thence South 89°37'52" East, a distance of 44.49 feet to the POINT OF BEGINNING;
thence South 57°08'55" East, a distance of 329.06 feet;
thence South 39°15'16" West, a distance of 111.89 feet;
thence North 50°44'44" West a distance of 88.05 feet;
thence North 89°56'16" West, a distance of 138.81 feet;
thence North 00°22'08" East, a distance of 209.28 feet to the POINT OF BEGINNING.

Containing 34,755.42 (36129.11 AW) square feet or 0.83 acres, more or less.

REVISED AUGUST 4, 2021

A. A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: ~~andy@wilbertsurveying.com~~
WILBERTSURVEYING@CFL.RR.COM

L2

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 597.67 feet; thence South 89°37'52" East, a distance of 44.49 feet; thence South 00°22'08" West, a distance of 209.28 feet to the POINT OF BEGINNING;
thence South 89°56'16" East, a distance of 138.81 feet;
thence South 50°44'44" East, a distance of 88.05 feet;
thence South 39°15'16" West a distance of 232.03 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 78.48 feet; a chord bearing of South 68°42'48" West, and a chord distance of 55.21 feet, thence Westerly along the arc, through a central angle of 41°11'18", a distance of 56.42 feet; thence South 89°18'27" West, a distance of 10.37 feet;
thence North 00°22'08" East, a distance of 255.71 feet to the POINT OF BEGINNING.

Containing 0.80 acres, more or less.

REVISED AUGUST 4, 2021

A. A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: ~~andy@wilbertsurveying.com~~
WILBERTSURVEYING@CFL.RR.COM

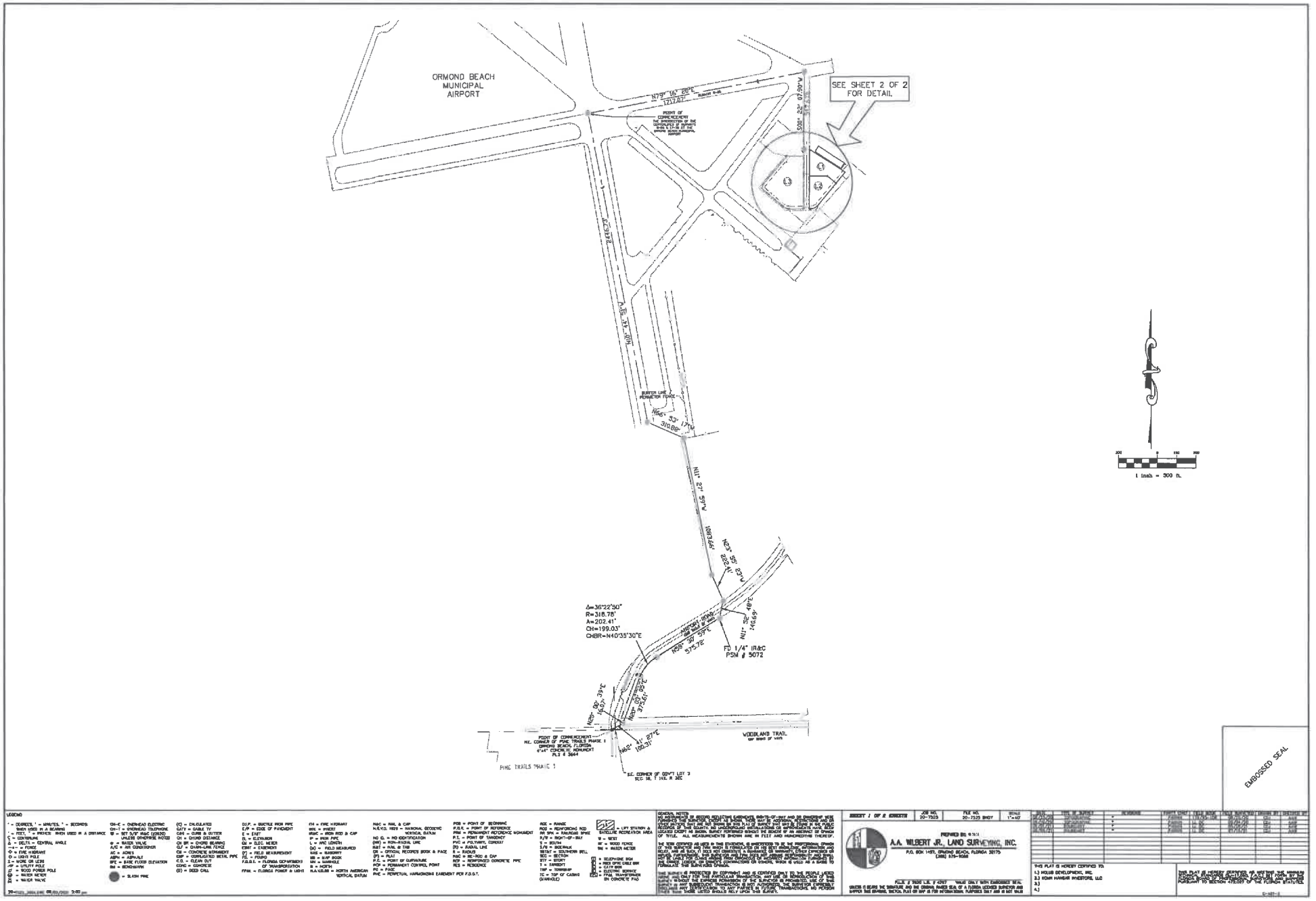
L3

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 649.03 feet to the POINT OF BEGINNING; thence continue Southerly along said line, a distance of 414.45 feet; South 89°18'27" West, a distance of 110.93 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 102.07 feet; a chord bearing of North 67°42'04" West, and a chord distance of 58.65 feet, thence Westerly along the arc, through a central angle of 33°23'32", a distance of 59.49 feet; thence North 49°52'29" West, a distance of 186.58 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 39.14 feet; a chord bearing of North 07°24'00" West, and a chord distance of 50.63 feet, thence Northerly along the arc, through a central angle of 80°35'31", a distance of 55.05 feet; thence North 39°44'52" East, a distance of 289.35 feet; thence North 89°43'59" East, a distance of 132.02 feet to the POINT OF BEGINNING.

Containing 2.24 Acres, more or less.

REVISED AUGUST 4, 2021

EXHIBIT B



LEGEND

' = DEGREES, ' = MINUTES, " = SECONDS; WHEN USED IN A BEARING
' = FEET; WHEN USED IN A DISTANCE
℄ = CENTERLINE
Δ = DELTA, = CENTRAL ANGLE
= CONCRETE
= FIRE HYDRANT
= UTILITY POLE
= MORE OR LESS
= UTILITY POLE
= WOOD POWER POLE
= WATER METER
= WATER VALVE
= SIGN POST
= BENCHMARK
= SILVER PINE

OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
= SET 5/8" REBAR (UNLESS OTHERWISE NOTED)
= WATER VALVE
A/C = AIR CONDITIONER
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION
BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
CM = CURB & GUTTER
CHBR = CHORD BEARING
CLF = CHAIN-LINK FENCE
CM = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
CONC = CONCRETE
(D) = DEED CALL

D.I.P. = DUCTILE IRON PIPE
E/P = EDGE OF PAVEMENT
E = EAST
EL = ELEVATION
ELE = ELEC. METER
EASMT = EASEMENT
(F) = FIELD MEASUREMENT
FD. = FOUND
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT

FH = FIRE HYDRANT
INV. = INVERT
IRAC = IRON ROD & CAP
IP = IRON PIPE
L = ARC LENGTH
(M) = FIELD MEASURED
NAIL = NAIL & DISK
MB = MAP BOOK
MH = MANHOLE
N = NORTH
NAD83/88 = NORTH AMERICAN VERTICAL DATUM

NAC = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC VERTICAL DATUM
NO. ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
NAIL = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
(P) = PLAT
P.C. = POINT OF CURVATURE
POA = PERMANENT CONTROL POINT
PG = PAGE
PRC = PERPETUAL HARMONIZING EASEMENT PER F.O.D.T.

POB = POINT OF BEGINNING
P.O.C. = POINT OF REFERENCE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PVC = POLYVINYL CORREST
(R) = RADIAL LINE
R = RADIUS
RAC = RE-ROD & CAP
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE

RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
S/W = SIDEWALK
SBTEL = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
TC = TOP OF CASING (UNMARKED)

= LIFT STATION & SATELLITE RECREATION AREA
W = WEST
= WOOD FENCE
WM = WATER METER
= TELEPHONE BOX
= POLE SPEC CABLE BOX
= CATV BOX
= ELEC. SERVICE
= PEDESTAL TRANSFORMER ON CONCRETE PAD

GENERAL NOTES

THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS INTERPRETED TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR AND FURTHER AS SUCH IS VERIFIED ONLY TO THE EXTENT OBSERVATIONS, MEASUREMENTS AND RECORDS EXIST AS SHOWN, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THE SURVEYOR WILL ONLY BE RESPONSIBLE FOR CERTIFICATIONS TO THE PARTIES WHO ARE SHOWN AS RECIPIENTS OF THE CERTIFICATE. THE CERTIFICATION IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED HEREON. IT IS NOT TO BE USED BY ANYONE OR FOR ANYTHING OTHER THAN THE ORIGINAL PURPOSE WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IN WRITING. USE OF THIS SURVEY WITHOUT SUCH PERMISSION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR UNAUTHORIZED TRANSACTIONS IN ANY MANNER. ANY UNAUTHORIZED USE AND ANY RELIANCE THEREUPON TO ANY PARTIES IN FUTURE TRANSACTIONS AND PERSONS WHO SUBMIT SUCH UNAUTHORIZED RELIANCE SHALL RELY UPON THIS SURVEY.

SHEET 1 OF 2 SHEETS | JOB NO. 20-7525 | FILE NO. 20-7525 SHDT | SCALE 1"=40'

A.A. WILBERT JR., LAND SURVEYING, INC.
P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-1068

FILE # 20081 L.B. # 4267 VALID ONLY WITH EMBOSSED SEAL

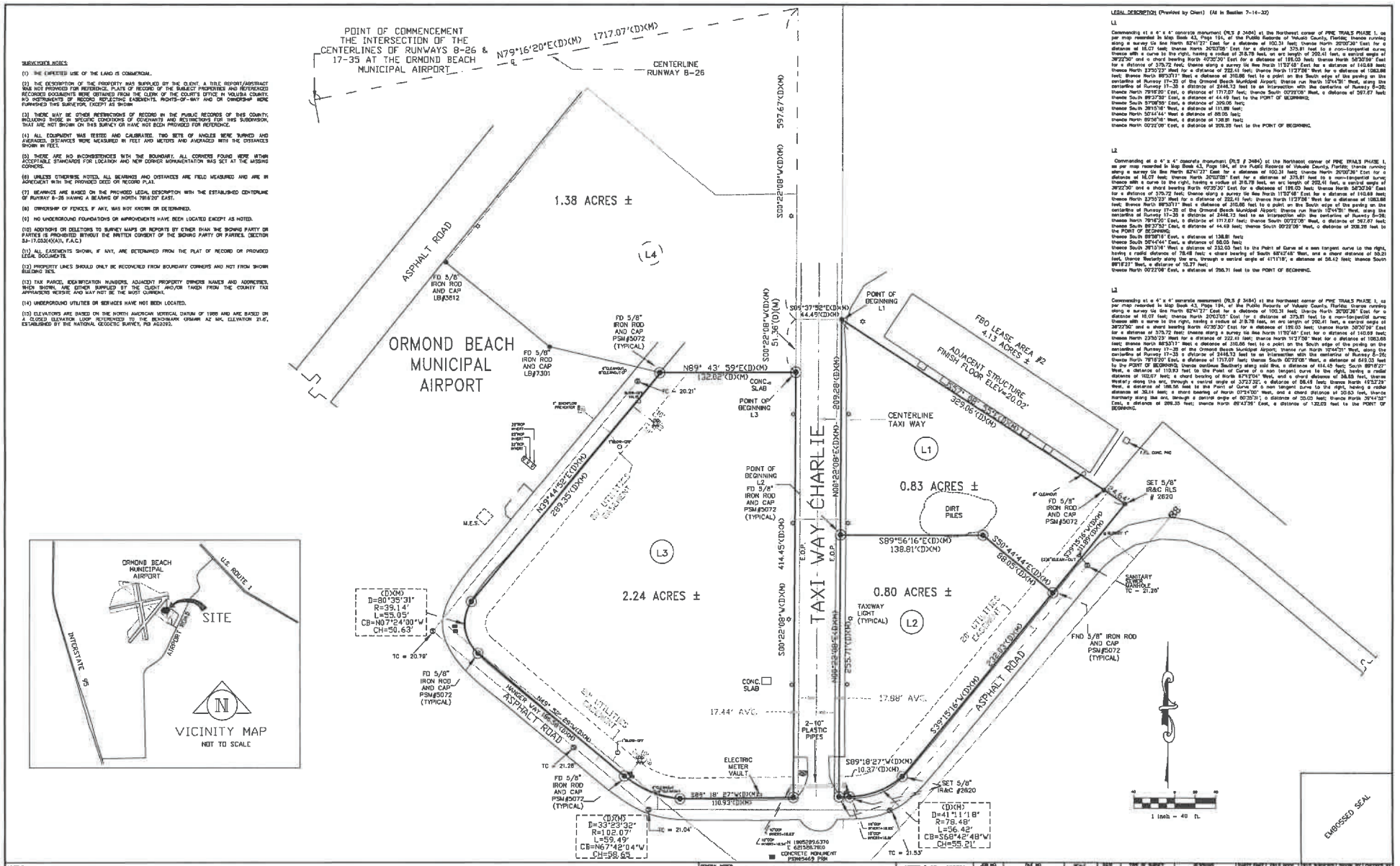
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

DATE	TYPE OF SURVEY	REVISIONS	FIELD CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
08/26/20	BOUNDARY	-	J.WARE	14 PG.	08/26/20	DAN	MIKE
09/10/20	BOUNDARY	-	J.WARE	14 PG.	09/10/20	DAN	MIKE
09/21/20	BOUNDARY	-	J.WARE	14 PG.	09/21/20	DAN	MIKE
09/28/20	BOUNDARY	-	J.WARE	14 PG.	09/28/20	DAN	MIKE

THIS PLAT IS HEREBY CERTIFIED TO:

1.) HOLLIS DEVELOPMENT, INC.
2.) KOMAR MANAGEMENT CORPORATION
3.)
4.)

THIS PLAT IS HEREBY CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.


POINT OF COMMENCEMENT
THE INTERSECTION OF THE
CENTERLINES OF RUNWAYS 8-26 &
17-35 AT THE ORMOND BEACH
MUNICIPAL AIRPORT
N79°16'20"E(D)(M) 1717.07'(D)(M)
CENTERLINE
RUNWAY 8-26
1.38 ACRES ±
ASPHALT ROAD
FD 5/8" IRON ROD AND CAP LB#3812
ORMOND BEACH MUNICIPAL AIRPORT
FD 5/8" IRON ROD AND CAP LB#7301
FD 5/8" IRON ROD AND CAP PSM#5072 (TYPICAL)
N89° 43' 59"E(D)(M) 132.62'(D)(M)
CONC. SLAB
POINT OF BEGINNING L3
POINT OF BEGINNING L1
POINT OF BEGINNING L2
FD 5/8" IRON ROD AND CAP PSM#5072 (TYPICAL)
FBO LEASE AREA 4.13 ACRES ± #2
ADJACENT STRUCTURE FINISH FLOOR ELEV=20.02'
CENTERLINE TAXI WAY
0.83 ACRES ±
DIRT PILES
SET 5/8" IR&C #2820
FD 5/8" IRON ROD AND CAP PSM#5072
S89°56'16"E(D)(M) 138.81'(D)(M)
S50°44'44"E(D)(M) 88.05'(D)(M)
SANITARY SEWER MANHOLE TC = 21.20'
FND 5/8" IRON ROD AND CAP PSM#5072 (TYPICAL)
2.24 ACRES ±
0.80 ACRES ±
TAXI WAY CHARLIE
TAXIWAY LIGHT (TYPICAL)
L1
L2
L3
L4
(D)(M) D=80°35'31" R=39.14' L=55.05' CB=N67°24'00"W CH=50.63'
TC = 20.79'
FD 5/8" IRON ROD AND CAP PSM#5072 (TYPICAL)
CONC. SLAB
17.44' AVG.
17.88' AVG.
2-10" PLASTIC PIPES
ELECTRIC METER VAULT
S89°18'27"W(D)(M) 10.37'(D)(M)
S89° 18' 27"W(D)(M) 110.93'(D)(M)
SET 5/8" IR&C #2820
(D)(M) D=41°11'18" R=78.48' L=56.42' CB=S68°42'48"W CH=55.21'
TC = 21.53'
(D)(M) D=33°23'32" R=102.07' L=59.49' CB=N67°42'04"W CH=58.65'
TC = 21.04'
TC = 21.28'
ASPHALT ROAD
HANGER WAY
S89° 55' 55"E(D)(M) 328.82'(D)(M)
S39°15'16"W(D)(M) 311.58'(D)(M)
S00°22'08"W(D)(M) 597.67'(D)(M)
S00°22'08"W(D)(M) 51.36'(D)(M)
N00°22'08"E(D)(M) 209.28'(D)(M)
N00°22'08"E(D)(M) 414.45'(D)(M)
S00°22'08"W(D)(M) 235.71'(D)(M)
N39°44'52"E(D)(M) 289.35'(D)(M)
S05°37'52"E(D)(M) 44.49'(D)(M)
S89°37'52"E(D)(M) 325.06'(D)(M)
N89°56'16"W(D)(M) 324.64'(D)(M)
N89°56'16"W(D)(M) 138.81'(D)(M)
N89°18'27"E(D)(M) 110.93'(D)(M)
N89°18'27"E(D)(M) 10.37'(D)(M)
N89°18'27"E(D)(M) 78.48'(D)(M)
N89°18'27"E(D)(M) 56.42'(D)(M)
N89°18'27"E(D)(M) 55.21'(D)(M)
N89°18'27"E(D)(M) 102.07'(D)(M)
N89°18'27"E(D)(M) 59.49'(D)(M)
N89°18'27"E(D)(M) 58.65'(D)(M)
N89°18'27"E(D)(M) 39.14'(D)(M)
N89°18'27"E(D)(M) 55.05'(D)(M)
N89°18'27"E(D)(M) 50.63'(D)(M)
N89°18'27"E(D)(M) 20.79'(D)(M)
N89°18'27"E(D)(M) 21.28'(D)(M)
N89°18'27"E(D)(M) 21.04'(D)(M)
N89°18'27"E(D)(M) 21.53'(D)(M)
N89°18'27"E(D)(M) 20.21'(D)(M)
N89°18'27"E(D)(M) 20.02

FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT

This First Amendment to Memorandum of Lease Agreement is made as of this 17 day of August, 2021, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation under the laws of the State of Florida, hereafter referred to as "the City" and KOMN HANGAR INVESTORS, LLC, a Florida limited liability company, hereafter referred to as "the Tenant".

WITNESSETH

1. The City and the Tenant executed that certain Memorandum of Lease Agreement dated August 4, 2020 and recorded August 10, 2020 at Official Records Book 7892, page 1205, Public Records of Volusia County, Florida.

2. The Memorandum of Lease Agreement inadvertently omitted the legal description referenced as Exhibit A.

3. The Memorandum of Lease Agreement is hereby amended to add the legal description as Amended Exhibit A, which is attached hereto and incorporated herein.

4. All terms and conditions of the Memorandum of Lease Agreement not inconsistent herewith are ratified and approved.

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

DATED this 17 day of August, 2021.

Signed, sealed and delivered in
Presence of:

AS TO LESSOR: City of Ormond Beach

Witnesses:

CITY OF ORMOND BEACH, a
Florida municipal corporation

Print: Wendy Hortz

By: Bill Partington
BILL PARTINGTON, Mayor

Print: Cassidi Ritz

Attest:
JOYCE SHANAHAN, City Manager

AS TO LESSEE: KOMN HANGAR INVESTORS, LLC

Witnesses:

KOMN Hangar Investors, LLC, a Florida
limited liability company

Print: Jeffrey C. West

By:
PAUL F. HOLUB, JR., Manager

Print: Penny Kay Ewing

By:
FRANK BULLARD, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me by means of [✓] physical presence or [ ] online notarization, this 17 day of August, 2021, by **Bill Partington, as Mayor of the City of Ormond Beach, Florida, a Florida Municipal Corporation**, and acknowledged the foregoing instrument for the purposes expressed therein and [ ] is personally known to me or [ ] produced a driver's license as identification and did take an oath.

Notary Public

TAYLOR LOCHERT
Notary Public - State of Florida
Commission # GG 347355
My Comm. Expires Jun 20, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me by means of [✓] physical presence or [ ] online notarization, this 17 day of August, 2021, by **Joyce Shanahan, as City Manager of the City of Ormond Beach, Florida, a Florida Municipal Corporation**, and acknowledged the foregoing instrument for the purposes expressed therein and [ ] is personally known to me or [ ] produced a driver's license as identification and did take an oath.

Notary Public

TAYLOR LOCHERT
Notary Public - State of Florida
Commission # GG 347355
My Comm. Expires Jun 20, 2023
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me by means of [X] physical presence or [ ] online notarization, this 6 day of August, 2021, by **Paul F. Holub, Jr., as Manager of KOMN Hangar Investors, LLC, a Florida limited liability company** and acknowledged the foregoing instrument for the purposes expressed therein and [ ] is personally known to me or [ ] produced a driver's license as identification and did take an oath.

Notary Public

PENNY KING EVERY
Commission # GG 298831
Expires March 29, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA
COUNTY OF VOLUSIA

SWORN TO AND SUBSCRIBED before me by means of [X] physical presence or [ ] online notarization, this 6 day of August, 2021, by **Frank Bullard, as Manager of KOMN Hangar Investors, LLC, a Florida limited liability company** and acknowledged the foregoing instrument for the purposes expressed therein and [ ] is personally known to me or [ ] produced a driver's license as identification and did take an oath.

Notary Public

PENNY KING EVERY
Commission # GG 298831
Expires March 29, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

AMENDED EXHIBIT A

A.A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: andy@wilbertsurveying.com
WILBERTSURVEYING@CFL.RR.COM

LEGAL DESCRIPTION (Provided by Client) (All in Section 7-14-32)

L1

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 597.67 feet; thence South 89°37'52" East, a distance of 44.49 feet to the POINT OF BEGINNING;
thence South 57°08'55" East, a distance of 329.06 feet;
thence South 39°15'16" West, a distance of 111.89 feet;
thence North 50°44'44" West a distance of 88.05 feet;
thence North 89°56'16" West, a distance of 138.81 feet;
thence North 00°22'08" East, a distance of 209.28 feet to the POINT OF BEGINNING.

Containing 34,755.42 (36129.11 AW) square feet or 0.83 acres, more or less.

REVISED AUGUST 4, 2021

A.A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: ~~andy@wilbertsurveying.com~~
WILBERTSURVEYING@CFL.RR.COM

L2

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 597.67 feet; thence South 89°37'52" East, a distance of 44.49 feet; thence South 00°22'08" West, a distance of 209.28 feet to the POINT OF BEGINNING;
thence South 89°56'16" East, a distance of 138.81 feet;
thence South 50°44'44" East, a distance of 88.05 feet;
thence South 39°15'16" West a distance of 232.03 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 78.48 feet; a chord bearing of South 68°42'48" West, and a chord distance of 55.21 feet, thence Westerly along the arc, through a central angle of 41°11'18", a distance of 56.42 feet; thence South 89°18'27" West, a distance of 10.37 feet;
thence North 00°22'08" East, a distance of 255.71 feet to the POINT OF BEGINNING.

Containing 0.80 acres, more or less.

REVISED AUGUST 4, 2021

A. A. Wilbert, Jr., Land Surveying, Inc.

Andrew A. Wilbert, Jr., P.L.S.

P.O. Box 1497
Ormond Beach, FL 32175
(386) 676-9056
Email: ~~andy@wilbertsurveying.com~~
WILBERTSURVEYING@CFL.RR.COM

L3

Commencing at a 4" x 4" concrete monument (RLS # 3464) at the Northeast corner of PINE TRAILS PHASE 1, as per map recorded in Map Book 43, Page 194, of the Public Records of Volusia County, Florida; thence running along a survey tie line North 62°41'27" East for a distance of 100.31 feet; thence North 20°00'39" East for a distance of 16.07 feet; thence North 20°03'05" East for a distance of 375.61 feet to a non-tangential curve; thence with a curve to the right, having a radius of 318.78 feet, an arc length of 202.41 feet, a central angle of 36°22'50" and a chord bearing North 40°35'30" East for a distance of 199.03 feet; thence North 58°30'59" East for a distance of 575.72 feet; thence along a survey tie line North 11°52'48" East for a distance of 140.69 feet; thence North 23°55'23" West for a distance of 222.41 feet; thence North 11°27'59" West for a distance of 1083.66 feet; thence North 66°53'17" West a distance of 310.88 feet to a point on the South edge of the paving on the centerline of Runway 17-35 of the Ormond Beach Municipal Airport; thence run North 10°44'51" West, along the centerline of Runway 17-35 a distance of 2446.73 feet to an intersection with the centerline of Runway 8-26; thence North 79°16'20" East, a distance of 1717.07 feet; thence South 00°22'08" West, a distance of 649.03 feet to the POINT OF BEGINNING; thence continue Southerly along said line, a distance of 414.45 feet; South 89°18'27" West, a distance of 110.93 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 102.07 feet; a chord bearing of North 67°42'04" West, and a chord distance of 58.65 feet, thence Westerly along the arc, through a central angle of 33°23'32", a distance of 59.49 feet; thence North 49°52'29" West, a distance of 186.58 feet to the Point of Curve of a non tangent curve to the right, having a radial distance of 39.14 feet; a chord bearing of North 07°24'00" West, and a chord distance of 50.63 feet, thence Northerly along the arc, through a central angle of 80°35'31", a distance of 55.05 feet; thence North 39°44'52" East, a distance of 289.35 feet; thence North 89°43'59" East, a distance of 132.02 feet to the POINT OF BEGINNING.

Containing 2.24 Acres, more or less.

REVISED AUGUST 4, 2021

CITY OF ORMOND BEACH

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

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: August 17, 2021

Subject: First Amendment to Lease Agreement - KOMN Hangar Investors

Commission Goal: N/A

Introduction

This is a Resolution to authorize approval of a first amendment to the lease agreement between the City and KOMN Hangar Investors, LLC for a portion of airport property, more specifically known as Parcels 1, 2, and 3 of the southeast quadrant of the Ormond Beach Municipal Airport. The Resolution will also authorize inclusion of a first amendment to the memorandum of lease agreement.

Background

The City Commission approved a lease agreement between the City and KOMN Hangar Investors, LLC on August 4, 2020, via Resolution No. 2020-91, for approximately 3.87 acres of property at the airport for the purpose of constructing a hangar facility complex to be used for aircraft storage.

Discussion

The lessee has completed a new survey of the leased parcels utilizing updated legal descriptions provided by the City's Planning Department. The acreage and boundary are unchanged; however, the legal descriptions of the three parcels are more accurate. The lessee has requested the proposed amendment to incorporate the updated legal descriptions. An accompanying first amendment to the memorandum of lease agreement will also be recorded with the updated legal descriptions.

Budget Impact

The proposed amendment does not change the size of the leased parcels nor the rent schedule in the original lease. No change in revenue will be realized as a result of the amendment.

Citizen Impact

The lease amendment presented for approval herein pertains specifically to current and planned airport operations, and will have no impact upon the City's general population.

Recommendation

Staff recommends approval and execution of the proposed first amendment to the lease agreement between KOMN Hangar Investors, LLC and the City of Ormond Beach.

Attachments:

- 21-130 First Amendment KOMN Lease (P20-0110G) (PDF)
- First Amendment to Lease Agreement (PDF)
- First Amendment to Memorandum of Lease Agreement (PDF)

REVIEWED BY:

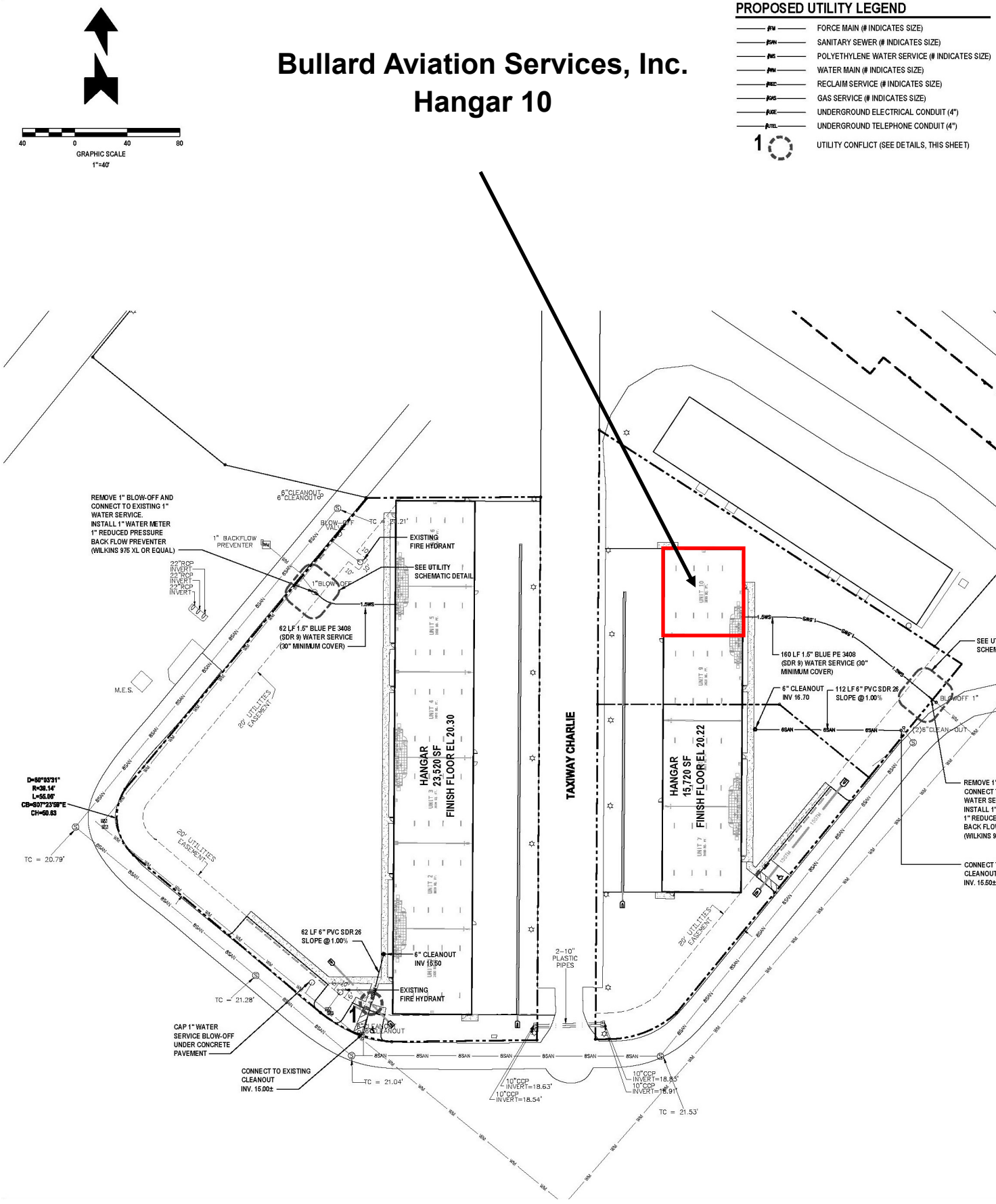
Kelly McGuire, Finance Director 8/12/2021

Claire Whitley, Assistant City Manager 8/12/2021

APPROVED BY:

Joyce A. Shanahan, City Manager 8/12/2021

Bullard Aviation Services, Inc.
Hangar 10



City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Pressure Main Cleaning Services		
Summary:	This is to inform the City Commission that staff has renewed the contract with Professional Piping Services, Inc. for pressure main cleaning services. The City entered into a contract with Professional Piping Services, Inc. to clean pressure mains throughout the City's service area for a 3-year period beginning Oct 6, 2020, expiring Oct 6, 2023. Under this agreement, the contract allows for 2 one-year auto-renewals. Staff has chosen to utilize the auto-renewal portion of the contract to add an additional 1-year period, thereby extending the contract until Oct 2024. Professional Piping Services, Inc. has provided reliable and high-quality service. The cleaning services aids in cleaning materials from the force mains and other pressurized pipes.		
Financial Impact:	Fund 401 - Water and Wastewater Operating has sufficient funds in FY 2023-2024 for pressure main cleaning services. Renewal of this contract provides for an annual amount not to exceed $126,356.		
Citizen Impact:	Proper maintenance and cleaning of the City's pressurized mains is an essential component of utility staff maintaining daily operations, allowing the City to maintain the level of service expected by residents. Contracting with a knowledgeable, reputable, and experienced vendor aids in maintaining public health, safety, and overall permit compliance.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff has approved a 1-year auto-renewal for the pressure main cleaning services contract with Professional Piping Services, Inc.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Attachments:	1. Prof Piping RES 2020-143 (RES ONLY)
Approval:	Kelly McGuire, Finance Director 10/18/2023 Claire Whitley, Assistant City Manager 10/18/2023 Joyce Shanahan, City Manager 11/29/2023

RESOLUTION NO. 2020-143

A RESOLUTION ACCEPTING A BID FROM PROFESSIONAL PIPING SERVICES, INC. FOR PRESSURE MAIN CLEANING SERVICES, UNDER BID NO. 2020-26; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2015-22) for pressure main cleaning services of the City's various utility water and sewer piping systems within the City's utility service area ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the only bid received and have determined that the bid submitted by Professional Piping Services, Inc. with a base bid in the amount of $115,980.00, plus bid alternate #1 of $5,278.00 and bid alternate #2 of $5,098.00 for a total bid of $126,356.00 (a copy of said bid being incorporated in the contract which is attached hereto and incorporated herein by reference) is the lowest responsible and responsive bid, and

WHEREAS, the City's professional staff anticipates an expenditure of only $72,500.00 for the Project in FY20-21, and

WHEREAS, the City Manager has certified that sufficient funds for the Project have been appropriated to the credit of the Water and Wastewater Operating Fund and have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The bid submitted by Professional Piping Services, Inc. to perform pressure main cleaning services at the prices set forth in their bid is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Professional Piping Services, Inc. for the performance of the Project at the said price and to pay the cost thereof from the Water and Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 6th day of October, 2020.

BILL PARTINGTON
Mayor

ATTEST:

COLBY J. CILENTO
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 **Professional Piping Services, Inc.** ("Contractor"), 30043 State Road 54 W., P.O. Box 7337, Wesley Chapel, FL 33545, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid (ITB #2020-26 "Pressure Main Cleaning Services") together with Addendum No. 1, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods, unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Agreement expiration date.

3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". 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.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".

5. **Termination of Agreement**.
   (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.

   (b) This Agreement may not be terminated by the Contractor.

6. **Assignment**. The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

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

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

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

City of Ormond Beach	**Contractor**
Joyce Shanahan, City Manager	Roger M. Cimbora, Jr., Operations Manager
(copy to City Attorney)	Professional Piping Services, Inc.
22 South Beach Street	P.O. Box 7337
Ormond Beach, FL 32174	Wesley Chapel, FL 33545

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 the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

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

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

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

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

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

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

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

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Each Occurrence
	$300,000 General Aggregate*
	$300,000 Aggregate Products & Completed Operations
	$ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence

	$1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

Contract Value	**Limits (not less than)**
0 - 25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of $1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall

be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

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:

COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@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 execution 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. **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 6 day of October, 2020.

Witnesses:

Wendy Hortz

Print Name: Wendy Hortz

Taylor

Print Name: Taylor Lochert

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 15 day of September, 2020.

Witnesses:

Print Name: Vicki Osborne

Lisa Kovach

Print Name: Lisa Kovach

PROFESSIONAL PIPING SERVICES, INC.

By: Roger M Cimbora Jr

Print Name: Roger M Cimbora Jr

Title: Operations Mgr

Attest: Bobbi Clay

Print Name: Bobbi Clay

Title: Office Admn

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Pressure Main Cleaning Services**

BID NUMBER: **2020-26**

BID OPENING DATE & TIME: **Wednesday, September 2, 2020 at 2:30 PM**

BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street Ormond Beach, FL 32174**

PRE-BID MEETING DATE & TIME: **Monday, August 13, 2020 at 10:00 AM**

PRE-BID MEETING LOCATION: **Public Works Training Room, 501 N. Orchard St., Ormond Beach, FL 32174**

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

BIDDER'S NAME: Professional Piping Services

BIDDER'S MAILING ADDRESS: PO Box 7337

CITY-STATE-ZIP: Wesley Chapel Fl 33545

F.E.I.N. or S.S. NUMBER: 59-2523188

PHONE NUMBER: 813-994-0032 EMAIL: ppsinc@tampabay.rr.com

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

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

X Roger M Cimbora Jr
AUTHORIZED SIGNATURE (MANUAL)

Roger M Cimbora Jr
NAME (TYPED)

Operations Mgr
TITLE

Roger M Cimbora Jr

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such

Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

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

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

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

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

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

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

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

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

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

Award of the contract will be made to the lowest priced responsive, responsible bidder who submits an offer on all items listed in the Bid Response Form and whose offer represents the lowest price when the total of items 1 through 2 are added in the aggregate. Items Alt 1 and Alt are for informational purposes and are not totaled in the Bid Form

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet, with all required attachments, along with one (1) fully complete electronic file in PDF format on either a CD or thumb drive, by the closing date and time. Both versions must be in a single sealed envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

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

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

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

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

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

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

SCOPE OF WORK

1. General

The City of Ormond Beach Public Works Department is seeking bids to provide poly pig pipe cleaning procedures to safely and effectively clean and restore to maximum flow capacity, pressure piping systems whose contents or inline operating conditions impair functioning by reducing their volume capacity, laminar flow characteristics or negatively impact the quality of the flows transported through them. Pressure piping includes sanitary sewer force mains, raw water, potable water and reclaimed water mains.

The materials to be removed in these systems are known to be, but are not limited to:

a. "Foreign" materials including solids and construction debris
b. Scale, chemical and carbon deposits
c. Iron tuberculation and calcium deposits in many forms and degrees of attachment and hardness
d. Sand, sludge, silt, grit, slime, shell and bentonite
e. Organic residue and rags commonly found in sanitary sewer force mains.

The types of piping in service in the City of Ormond Beach include ductile and cast iron, HDPE and PVC.

2. Location of Project

The Project is located in the sewer and service areas of the City of Ormond Beach and is to be situated on the City-owned property, roadway public right-of-ways and easements. Water, wastewater and reclaimed water service area maps are identified in Attachment B.

Maps showing the pressure main route, location of closest water source, if any, retrieval point and any other required information about the pressure mains shall be provided for each request for service. Should no hydrant or other water source be available, the City of Ormond Beach will provide tanker trucks. The City of Ormond Beach will assist to minimize flows and perform lift station bypassing as required.

3. Project Requirements

Provide all supervision, labor, tools, transportation, material and equipment necessary to clean the pressure pipeline or force main, using poly pigs and an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and poly pigs.

It will be the Contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of the Engineer. No excavations should be required for normal pigging operations. Should a failure occur on

the subject line, which is not the fault of the Contractor, the City of Ormond Beach will do the needed excavation, repairs and restoration. Should the Contractor due to negligence cause such failure, the Contractor will be responsible for excavation, repairs and restoration.

4. Contract Assignment

The successful Bidder will be required to perform the work as a prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Ormond Beach. No assignment of the Contract will be allowed.

5. Safety Code Requirements

The Contractor shall at all times during pipe pigging operations conform to Occupational Safety and health Administration (OSHA) or other safety code standards or requirements. The Contractor shall conform to traffic control requirements of the State of Florida Department of Transportation at all sites within roadway right of ways.

6. Order & Time of Work

The City of Ormond Beach reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours between 7:00 a.m. and 7:00 p.m. on Monday through Friday. No work shall be performed after hours or on holidays or weekends unless approved by the City. Non emergency work shall be completed within 30 days after the Notice to Proceed is issued. Emergency work shall commence within 48 hours after notification.

7. Bidder Minimum Qualifications

A. The materials and work specified herein shall be furnished and performed by firms that are fully experienced, reputable, and qualified in the performance and use of the specified items. The materials specified shall be constructed and installed in accordance with the best practice and methods.

B. The work will be awarded to a Contractor who has the following qualifications.

1. Current and active license by the State of Florida as an Underground Utility Contractor.

2. All Project personnel shall be in compliance with Florida Law, Chapter 287.087 and the Florida Worker's Compensation Standard, Drug-Free Workplace Program.

3. Supervisory personnel shall have a minimum of five years experience in the cleaning and rehabilitation of pressure mains. Experience in other types of cleaning in non pressured piping systems will not qualify. Supervisory personnel should be able to conclusively demonstrate to the satisfaction of the City that they are thoroughly familiar and trained in the procedures, means and methods for the safe and responsible cleaning and restoration of maximum flow capacity of pressure mains. An experienced supervisor shall provide a list of Projects performed within the last five years, comparable in size and scope to the work herein proposed, that he has personally supervised. This list shall include the names of the Project, size and length of the force main or pipeline cleaned, the dates this work was performed and names/phone numbers of Project personnel for confirmation purposes.

8. Contractor Responsibilities

A. Supervision – There shall be on-site at all times during the work, one superintendent with a minimum of five years supervisory experience to survey, lay out and supervise the construction of the work under this Contract.

B. Proposed Method of Work – The method of cleaning shall be by use of Knapp poly pigs or equal. The Contractor shall furnish polyurethane pipe cleaning pigs of the appropriate diameter and covering material for use in the pipe system to be cleaned.

C. Cleaning – The cleaning shall restore the original flow characteristics of originally installed pipe without over abrading or over cleaning the interior walls of the pipe.

D. Equipment – the Contractor shall furnish pig-launching equipment, which will minimize the City's need to provide for additional valves, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.

The Contractor shall maintain on site for the duration of the Project, and have available for immediate use, an electronic poly pig detector, with the appropriately sized cavity poly pig, for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and to find "lost" valves and other disparities within the system.

The Contractor shall also have available truck mounted pumps or other equivalent devices necessary to increase the line pressure to free the pig if it becomes stuck in the line.

E. **Testing** – The Contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities and numbers of pigs and/or swabs to be used, to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation. Effectiveness of cleaning is verified by the change in pressures before and after the cleaning takes place, the amount of material visibly removed with each pass of the pig and the time it takes for the pig to reach the retrieval site.

F. **Communication** – The Contractor shall provide radio communication and job site transportation between launching and retrieval points.

G. **Report upon Completion** – The Contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning process about the system or to confirm existing information.

H. **Work Area** – the Contractor shall insure prior coordination with the City to contain/direct the effluent flow from the affected system in order to avoid spills or overflow at the pig launching and retrieval locations. The removal and disposal of sediment from the retrieval site shall be performed by the City.

I. **Setting Contractor Equipment** – The Contractor shall provide all equipment to hoist, move or set their equipment on site.

J. Contractor shall notify the City of Ormond Beach, Public Works Department, Utilities Division at (386) 676-3245 when flushing into the sewer collection system because of increased fluid demand on pump stations.

9. Submittals – Post After Award

A. In accordance with the General Conditions and as specified herein, Contractor shall provide a detailed plan outlining the following:

1. Written contingency plans for dealing with in-line problems, i.e., blockages, "lost" pigs and system integrity problems, i.e., breaks, leaks, piping or fitting failures, are required to be submitted to, and approved by the Project Manager before initiating the work.

2. The contingency plan will include means and methods for identifying and measuring changes or improvements to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.

10. Products

POLY PIGS

A. Poly pigs shall be constructed of blown elastomeric polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned. Poly pig configuration shall consist of a parabolic nose and a concave base, and it shall be coated with resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall or approved equal. Poly pig characteristics shall include the ability to navigate through ninety degree and one hundred and eighty degree turns, bi-directional fittings, plug valves and full port gate valves and comparable in-line appurtenances, reduce its cross sectional area and restore itself to its original design configuration, be propelled by applications of hydraulic and pneumatic pressure while maintaining its primary function as an internal cleaning device of conduits. When effectively and properly applied the poly pig shall clean and restore piping systems of all sizes, types, uses, and lengths to their design or maximum flow capacity.

Furnish poly pigs in sufficient numbers and sizes, of appropriate densities, coatings and configurations as manufactured by Knapp Poly Pigs of Houston, Texas or an approved equal.

Provide pig signal devices as required. These devices shall be those as manufactured by Maloney Pipeline Products, Houston, Texas or an approved equal.

11. Execution

A. Contractor will co-ordinate with the Collection System Supervisor to establish the cleaning procedure including the provision of:

1. Selection of starting and ending points for the cleaning process.

2. Evaluation of total volume of fluids to be used and the disposal and sources(s) of these fluids.

3. Mechanical or piping adaptation to the existing piping configuration.

4. Coordination and scheduling of the cleaning process to include selection of the distances and sizes of the piping to be cleaned as one procedure.

5. Immediately recommend alternative procedures to be applied if the cleaning of the system requires such remedial action.

B. Equipment shall be installed in accordance with manufacturer's recommendations.

C. Initial selection of the cleaning pigs shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.

12. Traffic Control & Maintenance of Traffic (MOT)

A. The Contractor shall be responsible for preparing and implementing the MOT on public roadways in accordance with published regulations (i.e., Manual or Uniform Traffic Control Devices, M.U.T.C.D., Florida Department of Transportation (FDOT) Roadway and Bridge Standard Index) requirements. The Contractor shall apply for the MOT permit and abide by all applicable laws, regulations and codes thereof pertaining to MOT on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

B. Implementing the MOT on public streets includes detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the City of Ormond Beach Department of Public Works, FDOT and Volusia County for specific roadways under their jurisdiction. Traffic shall maintained according to corresponding typical traffic control details as outlined in the above noted standards. The Contractor will not be permitted to isolate residences or places of business. Access shall be provided to all residences and places of business whenever construction interferes with the existing means of access. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval.

C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic around the work.

D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.

E. The Contractor shall be responsible for the provision, installation and maintenance of all MOT and safety devices outlined in the above noted standards. In addition, the Contractor shall be responsible for providing an individual, employed by the Contractor, and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.

F. The Contractor should anticipate, and include in his bid, the possibility of being directed to work night and/or weekend hours to perform work in areas of heavy traffic and high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts.

13. Safety

The Contractor shall conduct operations in strict accordance with all applicable Federal, State and Local safety codes and statutes and shall be fully responsible and obligated to maintain procedures for safety of the public as well as work personnel and equipment involved in the Project.

14. Measurement and Payment

A. Bid Item No. 1 Pressure Main Cleaning

Payment will be made at the applicable unit price indicated in the Bid Form. Payment shall be full compensation for all materials, labor, and equipment required to clean the lines. No separate payment will be made for mobilization, demobilization or by-pass pumping. The City will remove and dispose of materials produced at the terminal manhole or pig retrieval site.

The quantity for payment will be the length of pipe acceptably cleaned, measured along the centerline of the pipeline.

B. Bid Item No.2 Maintenance of Traffic

Payment for this item shall be made at the Contract unit price and shall be full compensation for all labor, materials and equipment necessary to prepare the MOT permit if required and implement the MOT plan required by the City of Ormond Beach Public Works Department and/or other governing bodies to work within their right of ways. All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction latest edition and Design Standards for Design, Construction, Maintenance and Utility Operations on State Highway Systems, latest edition, Index No. 600 through 660.

The quantity for payment will be the number of days when work is being performed and a MOT plan is in effect.

C. Alternate Bid Item No. 1 Emergency Mobilization

Payment for this item shall be made for mobilization activities necessary to initiate cleaning to remove blockages within 48 hours of notification at the owner's request. Non-Emergency Mobilization costs are included in the bid item for pressure pipe cleaning.

The quantity for payment will be the number of occurences when an emergency response for pressure main cleaning is requested by the owner and initiated within the specified time frame.

D. Alternate Bid Item No. 2 Electronic Poly Pig Utilization

Payment for this item shall be made for utilization of an electronic poly pig detector at the City's request to locate areas of potential or suspected blockages, find lost valves or locate lines for mapping purposes. Payment for utilization of the electronic device will be the same, regardless of the size. No separate payment will be made for utilization of this device by the contractor to locate a stuck pig or assist with the cleaning effort.

The quantity for payment will be based upon the number of requests by the Owner to utilize an electronic device to perform specific tasks. No separate payment will be made for the use of multiple devices to perform the same task.

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26
BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

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

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

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

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

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

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

Addendum Date	Addendum Number
8-14-2020	1

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: Professional Piping Services

VENDOR/CONTRACTOR LICENSE NUMBER: CUC055717

ADDRESS: PO Box 7337

Wesley Chapel FL 33545

PHONE NO.: 813 994-0032 FAX NO.: 813 907-0902

SUBMITTER'S NAME: Roger M Cimbora Jr
(Typed or Printed in Ink)

TITLE: Operations Mgr

AUTHORIZED SIGNATURE: I, _____ hereby
(Original Signature)

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

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

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

Item No.:	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.	Pressure Pipe Cleaning				
	A. <3-inch diameter	5,000	LF	$5.66	$28300.00
	B. 4"- 8" inch diameter	10,000	LF	$2.85	$28500.00
	C. 10"-12" diameter	10,000	LF	$2.89	$28900.00
	D. 14"-16" diameter	2,000	LF	$10.74	$21480.00
	E. ≥ 18" diameter	100	LF	$78.00	$7800.00
2.	Maintenance of Traffic	10	DAY	$100.00	$1000.00

TOTAL BID FOR CONTRACT $115980.00
(Figures)

One Hundred Fifteen Thousand Nine Hundred Eighty Dollars
(Words)

Alt 1	Emergency Mobilization	1	EA	$5278.00	$5278.00
Alt 2	Electronic Poly Pig Utilization	1	EA	$5098.00	$5098.00

City of Ormond Beach

PRESSURE MAIN CLEANING SERVICES
Bid No. 2020-26

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.

Professional Piping Services
COMPANY NAME

AUTHORIZED SIGNATURE

Roger M Cimbora Jr
NAME (PRINT OR TYPE)

Operations Mgr
TITLE

CITY OF ORMOND BEACH

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Professional Piping Services
COMPANY NAME

Roger M Cimbora
AUTHORIZED SIGNATURE

Roger M Cimbora Jr
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility N/A

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall

be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless

(a) General

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

(b) Professional Services Contracts

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

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. **Service Bond**

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

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

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

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

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit

$250,001 and over	$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

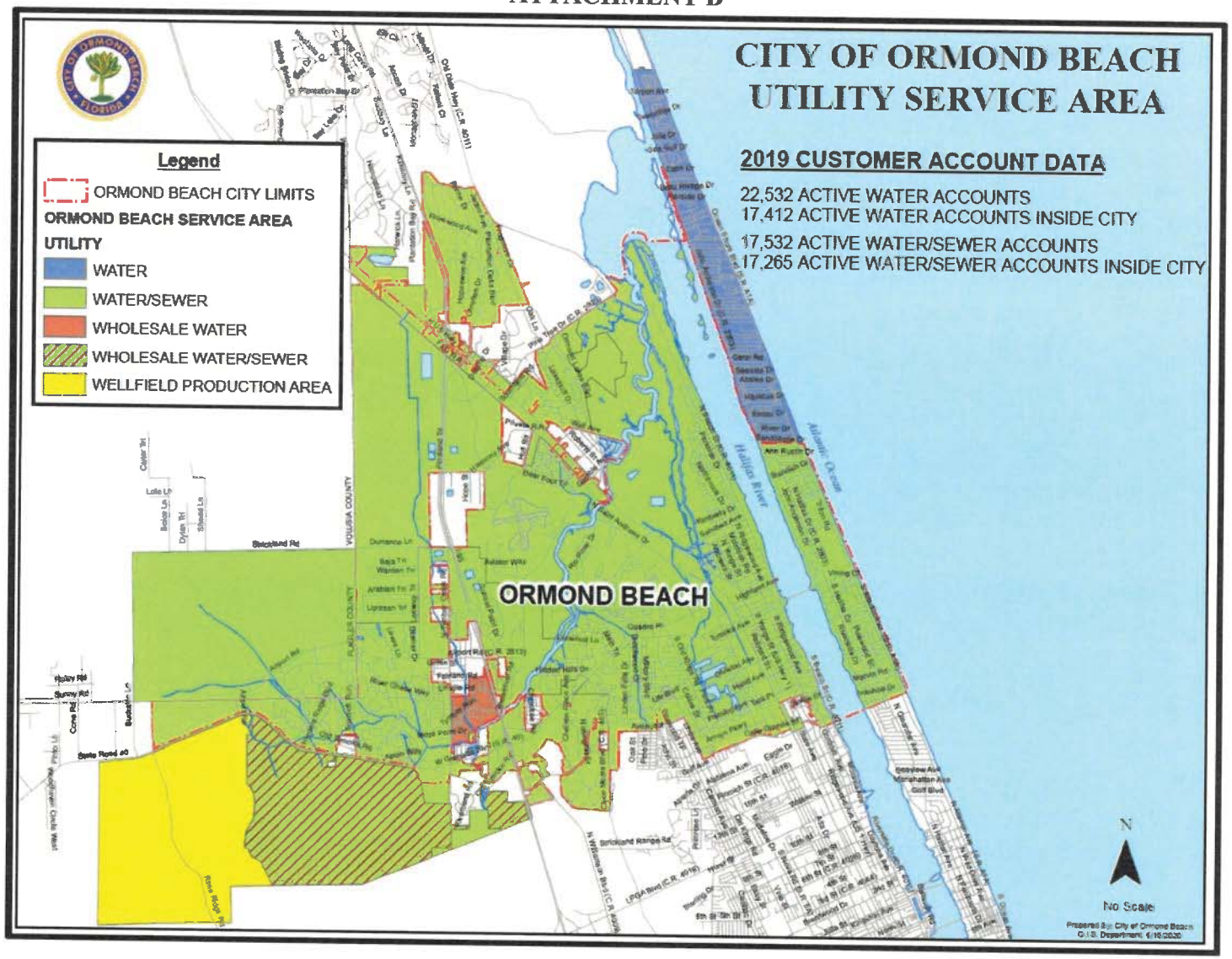
1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial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

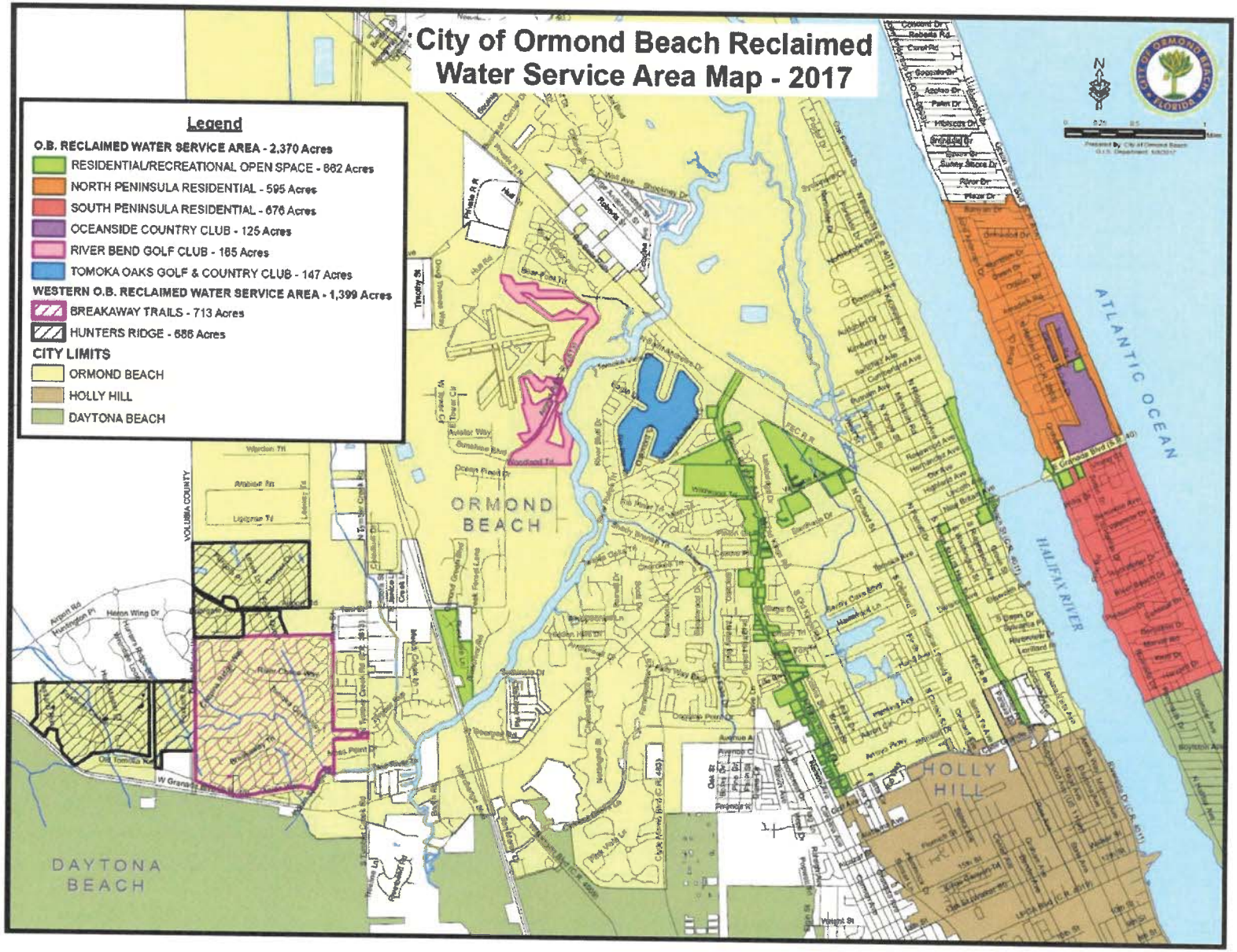
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

ATTACHMENT B




City of Ormond Beach Reclaimed Water Service Area Map - 2017
Legend
O.B. RECLAIMED WATER SERVICE AREA - 2,370 Acres
RESIDENTIAL/RECREATIONAL OPEN SPACE - 882 Acres
NORTH PENINSULA RESIDENTIAL - 595 Acres
SOUTH PENINSULA RESIDENTIAL - 676 Acres
OCEANSIDE COUNTRY CLUB - 125 Acres
RIVER BEND GOLF CLUB - 185 Acres
TOMOKA OAKS GOLF & COUNTRY CLUB - 147 Acres
WESTERN O.B. RECLAIMED WATER SERVICE AREA - 1,399 Acres
BREAKAWAY TRAILS - 713 Acres
HUNTERS RIDGE - 686 Acres
CITY LIMITS
ORMOND BEACH
HOLLY HILL
DAYTONA BEACH
ATLANTIC OCEAN
HALIFAX RIVER
ORMOND BEACH
HOLLY HILL
DAYTONA BEACH
VOLUSIA COUNTY

PROFESSIONAL PIPING SERVICES, INC.

The Piping System Cleaning Specialists

Certified Underground Utility Contractor
License No. CU-C055717

Joseph Franceschina - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

Project Team Resumes

Roger M Cimbora, Jr. - Operations Manager

Employed since 1994 by Professional Piping Services, Inc., in the position of Operations Manager. He is certified and licensed by the State of Florida as an Underground Utility Contractor. His duties include pre and post construction project analysis, coordination of company efforts in the field as well as liaison with customer representatives. Assuring company compliance with engineering and specification requirements.

Daryle Buckley – Senior Field Supervisor

Employed since 2006 by Professional Piping Services, Inc., in the position of Field Technician, and promoted to Senior Field Supervisor 2014. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I), and Confined Space Entry for Construction & General Industry as per 29 CFR 1910.146/1926.1207/NFPA350/ANSI Z117

John Osborne - Field Supervisor

Employed since 2006 by Professional Piping Services, Inc., in the position of Field Supervisor. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I) and Confined Space Entry for Construction & General Industry as per 29 CFR 1910.146/1926.1207/NFPA350/ANSI Z117.

Gary Angermiller - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

Nicholas Bedami - Field Technician

Employed since 2016 by Professional Piping Services, Inc., in the position of Field Technician. He is accredited with the Contractor Safety and Health Training Program, has successfully completed the forty hours OSHA, Health and Safety Training Course and is in complete compliance with the offsite training requirements of OSHA 29 CFR 1910.120 (E) (3) (I).

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

PROFESSIONAL PIPING SERVICES, INC.
The Piping System Cleaning Specialists
Certified Underground Utility Contractor
License No. CU-C055717

REFERENCES

Pinellas County
400 St. Ft. Harrison Ave
Clearwater, FL 33756
Annual Contract
Ron Moretuzzo
727-582-7022

Manatee County
PO Box 1000
Bradenton, FL 34206
Annual Contract
Marty Rafferty
941-795-3411

Seacoast Utility
4200 Hood Road
Palm Beach Gardens, FL 33410
Keith Haas
561-627-2900 ext 1350

City of St Cloud
PO Box 1300
St Cloud, FL 34769
Rick Mauro
407-709-3257

Palm Beach County
PO Box 4036
W Palm Beach, FL 33401
Conrad Thirbenny
561-307-8098

P. O. Box 7337, Wesley Chapel, Florida 33545
E-mail: ppsinc@tampabay.rr.com
Telephone (813) 994-0032 (800) 780-6098 FAX (813) 907-0902

ADDENDEM NO. 1

August 14, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 BID 2020-26 Pressure Main Cleaning Services

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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.

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries presented at the August 13, 2020 Pre-Bid Conference.

> **Question 1:** When is the deadline for submitting questions for this bid?
> **Answer 1:** The deadline for questions is August 24, 2020 at 5 PM. Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator,Robert Schattie, by e-mailing robert.schattie@ormondbeach.org.
>
> **Question 2:** Can you please send me prior bid tabulation with bid unit price breakdowns?
> **Answer 2:** A copy of the previous bid tab plus the itemized breakdown is attacher herewith as part of this addendum.

Item2: Please delete "Page 19 of 34" from the "Invitation to Bid" and replace it with "Page 19R of 34."

Item3: Please delete "Page 21 of 34" from the "Invitation to Bid" and replace it with "Page 21R of 34."

In all other respects, except as specifically stated herein, the subject BID 2020-26 Presure Main Cleaning Services remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Professional Piping Services

SIGNATURE: [signature] **DATE:** 5/27/2020

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.

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH– BID 2020-26 Pressure Main Cleaning Services**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

City of Ormond Beach
BID OPENING TABULATION

Pressure Main Cleaning Services
Bid No. 2015-22

Bid Opening Date: January 15, 2015

Time: **2:00 P.M.**

Company Submitting Bid And Address	Addendum	Total Bid
Professional Piping Services PO Box 7337 Wesley Chapel, FL 33545	✓	92,880.00
		Alt 1 = 5,278.00 Alt. 2 = 5,098.00

Opened By: _____ (Signature)
Purchasing Coordinator (Title)

Tabulated By: Michael Drum (Signature)
Utilities Engineer (Title)

1. Pressure Pipe Cleaning				
A. <3-inch diameter	5,000	LF	$5.66	$28,300.00
B. 4"- 8" inch diameter	10,000	LF	$1.55	$15,500.00
C. 10"-12" diameter	10,000	LF	$1.88	$18,800.00
D. 14"-16" diameter	2,000	LF	$10.74	$21,480.00
E. ≥ 18" diameter	100	LF	$78.00	$7,800.00
2. Maintenance of Traffic	10	DAY	$100.00	$1,000.00

TOTAL BID FOR CONTRACT $92,880.00

(Figures)

Ninety Two Thousand Eight Hundred Eighty Dollars

(Words)

Alt 1 Emergency Mobilization	1	EA	$5,278.00	$5,278.00

Five Thousand Two Hundred Seventy Eight Dollars

Alt 2 Electronic Poly Pig Utilization	1	EA	$5,098.00	$5,098.00

Five Thousand Ninety Eight Dollars

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	Auto Renewal - FEC Blanket Lease Agreement		
Summary:	This is notifying the City Commission of the auto-renewal of an agreement between the Florida East Coast Railroad (FEC) and the City of Ormond Beach. FEC owns rights-of-way throughout the City on which it operates its tracks and facilities. FEC provides the City with a Blanket License Agreement which includes each City utility crossing through its rights-of-way/under the tracks and facilities. The original Blanket Agreement was executed in 1974, the current Agreement was executed in 2000, and has been renewed each year since. The 2000 license agreement covered 23 crossings, and the City has since added 15 additional crossings. As the right-of-way is owned by the railroad, the agreement is necessary to maintain the City's utility crossings.		
Financial Impact:	After applying the agreement's annual CPI increase, the cost of the agreement renewal is $46,774.10, which is included in the FY 2023-24 budget, Fund 401 - Water and Wastewater Operating.		
Citizen Impact:	Maintaining utility crossings through the railroad's right-of-way is in the best interest of the health, safety and welfare of the citizens of Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff is planning to proceed with the auto-renewal of the Blanket License Agreement with FEC, unless otherwise directed by the City Commission.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		
Attachments:	1. FEC Blanket Agmt Utility Crossings License Fee Dec 2023		

Approval:		
	Kelly McGuire, Finance Director	12/1/2023
	Claire Whitley, Assistant City Manager	12/8/2023
	Joyce Shanahan, City Manager	12/13/2023

Florida East Coast
ROW

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

INVOICE NUMBER: **45915767**
TENANT NUMBER: **751509**
INVOICE DATE: **12/01/2023**
DUE DATE: **12/15/2023**
LEASE NUMBER **3494**
FILE NUMBER: **104-1-0**

TOTAL BALANCE DUE: **$46,774.10**

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		99-1	099+0225	100.00	VLS	SG	$2,992.72
	8" FORCE MAIN IN A 14" STEEL CASING, BOTH INSTALLED BY JACK and BORE METHOD ON SOUTH s/o BROADWAY AVE, ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-1	099+0231	100.00	VLS	SG	$2,992.72
	12" WATER MAIN IN AN 18" STEEL CASING INSTALLED BY JACK and BORE METHOD, SOUTH s/o BROADWAY AVE, ORMOND BEACH							
PWAF	Pipe-Wire License Fee		99-2478	099+2478	100.00	VLS	SG	$3,169.94
	18" steel casing w/ 1-12" HDPE water main and 1-2" PVC conduit - empty							
PWAF	Pipe-Wire License Fee		99-33	100+1951	160.00	VLS	SG	$993.72
	12" SG water main in 24" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		99-35	100+1951	165.00	VLS	SG	$1,424.11
	4" SG sewer force main in 12" steel casing on s/s of Hull Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1673	100.00	BRV	SG	$2,280.91
	Modif. 18" SG Reclaimed Water Trans. Main in 24" hdpe casing n/o Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-29-1	101+1703	120.00	VLS	SG	$712.79
	10" PVC sanitary sewer in 18" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-29-2	101+1713	120.00	VLS	SG	$712.79
	12" potable water main in 20" stl casing at Airport Rd.							
PWAF	Pipe-Wire License Fee		104-1-26	101+1735	100.00	BRV	SG	$2,280.91
	Modif 18" SG Sanitary Sewer Force Main in 24" hdpe casing at Airport Rd. Modif approved 9/20/12.							
PWAF	Pipe-Wire License Fee		104-1-17	101+4998	105.00	VLS	SG	$712.79
	8" DIP water main in 18" stl casing at Southern Bell facility.							
PWAF	Pipe-Wire License Fee		104-37	102+2500	100.00	VLS	SG	$712.79
	18" reclaimed water pipe in 30" steel casing on n/s of Nova Rd.							
PWAF	Pipe-Wire License Fee		104-29-3	102+2508	120.00	VLS	SG	$712.79
	10" PVC sanitary sewer in 18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-19	102+2518	100.00	VLS	SG	$712.79
	12" DIP water main in 24" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-15	102+2532	100.00	VLS	SG	$712.79
	8" water main in18" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-14	102+2537	100.00	VLS	SG	$712.79
	6" forcemain in16" stl casing at Nova Rd.							
PWAF	Pipe-Wire License Fee		104-1-11	103+2550	100.00	VLS	SG	$712.79
	8" forcemain in 20" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	103+2560	100.00	VLS	SG	$712.79
	30" rcp gravity sewer at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-16	103+2570	105.00	VLS	SG	$712.79

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check

Florida East Coast
ROW

INVOICE NUMBER:	**45915767**
TENANT NUMBER:	**751509**
INVOICE DATE:	**12/01/2023**
DUE DATE:	**12/15/2023**
LEASE NUMBER	**3494**
FILE NUMBER:	**104-1-0**

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

TOTAL BALANCE DUE: $46,774.10

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
	20" dip sanitary sewer in32" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-20	103+2587	105.00	VLS	SG	$712.79
	18" dip gravity sewer in 36" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-25	103+2612	105.00	VLS	SG	$1,047.20
	2" SG Telecom conduit for FOCables crossing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-23	103+2644	100.00	VLS	SG	$712.79
	24" wastewater reuse main in 42" stl casing at Wilmette Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0146	42.00	VLS	SG	$712.79
	manhole 30'-15" CMP & 12'-12" CMP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-5	104+0166	100.00	VLS	SG	$712.79
	1" stl water pipe in FEC conc culvert 104 at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-2	104+0172	47.00	VLS	SG	$712.79
	Junction Box 25'-36" RCP & 22'-24" RCP at LINCOLN Ave.							
PWAF	Pipe-Wire License Fee		104-1-27	104+1034	100.00	VLS	SG	$1,425.55
	2" SG Telecom conduit for FOCables crossing at W. Granada Blvd.							
PWAF	Pipe-Wire License Fee		104-1-13	104+1082	100.00	VLS	SG	$712.79
	16" water main in28" stl casing at GRANADA Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	104+1735	100.00	VLS	SG	$712.79
	18" sanitary sewer in 30" stl casing at TOMOKA Ave.							
PWAF	Pipe-Wire License Fee		104-1-24	104+1751	100.00	VLS	SG	$1,686.94
	8" SG Reclaimed Water Main and 2" Telecom Conduit inside 18" steel casing at Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-8	104+1761	100.00	VLS	SG	$712.79
	2" ci pipe in conc culvert n/o Tomoka Ave.							
PWAF	Pipe-Wire License Fee		104-1-9	104+2526	100.00	VLS	SG	$712.79
	12" water main in 24" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-18	104+2596	100.00	VLS	SG	$712.79
	16" DIP water main in 28" stl casing at water treatment plant.							
PWAF	Pipe-Wire License Fee		104-1-28	104+4000	100.00	VLS	SG	$2,138.36
	8" SG Water Main in 14" steel casing n/o Division Ave.							
PWAF	Pipe-Wire License Fee		104-1-4	104+4180	100.00	VLS	SG	$712.79
	16" raw water main in 30" stl casing at DIVISION Ave.							
PWAF	Pipe-Wire License Fee		104-1-29	105+0219	100.00	VLS	SG	$1,357.01
	2" SG Telecom conduit for FOCable crossing at Hand Ave. for City internal use only.							
PWAF	Pipe-Wire License Fee		104-1-12	105+0220	100.00	VLS	SG	$712.79
	12" gravity sewer in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-6	105+0235	100.00	VLS	SG	$712.79
	6" forcemain in 24" stl casing at HAND Ave.							
PWAF	Pipe-Wire License Fee		104-1-28	105+0240	100.00	VLS	SG	$2,280.91
	16" SG Water Main in 24" steel casing on s/s of Hand Ave.							

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check

Florida East Coast
ROW

INVOICE NUMBER:	**45915767**
TENANT NUMBER:	**751509**
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LEASE NUMBER	**3494**
FILE NUMBER:	**104-1-0**

CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BCH FL 321750277

TOTAL BALANCE DUE: $46,774.10

Code	Description	Branch	Subfile	Mile Post	Length	County	Type	Amount Due
PWAF	Pipe-Wire License Fee		105-1500	105+1500	100.00	VLS	SG	$3,596.14
1-60" Steel Casing w/ 1-36" DIP Stormwater Force Main; 1-2" conduit w/ Fiber Optic Cable (between casing and force main)								

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA GA 30374

Please Direct Any Inquiries to Customer Account:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE FL 32256
904 538-6263

Please Include Tenant and Invoice Number on Check

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Intent to Bid - Microsoft Office 365		
Summary:	A top priority of the City is to have effective technology and software needed for critical operations and delivery of city services. This Intent to Bid seeks to procure Microsoft Office 365 (O365) to further those efforts. The Microsoft Service agreement allows for the use of all the City's Microsoft software including desktop and server operating systems, applications, and services, such as email (Exchange and O365), the City's intranet (SharePoint and SharePoint Online), structured query language (SQL), databases for the City's line of business applications, the client access licenses (CAL's) required by Microsoft, with additional licensing which enables the City to further enhance its IT infrastructure and remain flexible with the changing business needs of the future. In addition to licensing, the Microsoft EA provides several other benefits to the City, such as upgrades to more current versions at no cost, known as Software Assurance, products training, and support calls for Microsoft products. The Microsoft Service Agreement O365 License is for the use of Microsoft products and not for professional services.		
Financial Impact:	The fiscal year 2023-2024 General Fund Information Technology Operating Budget includes $150,000 for this project annually.		
Citizen Impact:	The replacement of Microsoft Exchange and applications with Microsoft O365 will improve the city's ability to efficiently and effectively deliver city services.		
Recommended Action (Staff,	Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed.		

Advisory Board and/or Other):	
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031
Attachments:	1. City of Ormond Beach Microsoft Service Agreemet O365 bid
Approval:	Kelly McGuire, Finance Director 12/8/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

City of Ormond Beach

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

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: MICROSOFT SERVICE AGREEMENT O365 Licenses

BID NUMBER: **2024-20**

BID OPENING DATE & TIME: **February 13, 2024 3:00 PM**

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

PRE-BID MEETING DATE & TIME: N/A

PRE-BID MEETING LOCATION: N/A

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

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. or S.S. NUMBER: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref Fla. Stat. 119.0701(2016)

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

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

City of Ormond Beach

MICROSOFT SERVICE AGREEMENT O365 Licenses
Bid No. 2024-20

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Rob Hart, Purchasing Coordinator, Ormond Beach City Hall, First Floor, Room 102, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid to the City's Purchasing Coordinator, Robert Hart, by e-mailing rob.hart@ormondbeach.org. The deadline for submitting questions is February 5, 2024 at 4:00 Pm

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

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

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

Bid Form: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

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

commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of **three (3) years** and will be automatically renewed for two additional **one (1) year** periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

RATE ADJUSTMENT:

Following the first three year term of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the IT Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1 – June 30 period. The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year. Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Any extraordinary cost adjustments requested outside of these parameters may require additional documentation in addition to a presentation being made to City Staff or the City Commission at the requestor's expense.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach Purchasing Department is soliciting competitive bids to purchase of Microsoft Service Agreement O365.

The bidder should be a Certified Large Account Reseller (LAR) of Microsoft and be duly authorized to supply Microsoft products under Enterprise Agreement of Microsoft. A copy of the necessary Certification to be enclosed from Microsoft along with Technical Bid

AWARD:

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

TAXES:

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

OTHER AGENCIES:

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

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

City of Ormond Beach

MICROSOFT SERVICE AGREEMENT O365 Licenses
Bid No. 2024-20

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach

MICROSOFT SERVICE AGREEMENT O365 Licenses
Bid No. 2024-20

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

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

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

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

BID RESPONSE FORM
(continued)

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

THIS BID IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

PHONE NO.: _____ EMAIL: _____

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

TITLE: _____

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

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

City of Ormond Beach

MICROSOFT SERVICE AGREEMENT O365 LICENSES
Bid No. 2024-20

Invitation to Bid - Microsoft Service Agreement O365 Government Licenses

City of Ormond Beach is seeking bids from qualified suppliers for the purchase of Microsoft Office 365 Government Licenses.
The City reserves the right to award any single item or combination of items and reserves the right to split the award to one or more vendors.
The pricing worksheet may be restructured to accommodate suppliers' model, as long as all information is included and all costs are identified. The City currently has on perm licensing, see table below for current MS products, descriptions and Quantity's:

Microsoft Part	Description	Qty	Price Each	Total
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	20		
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	321		
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm	20		
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	321		
KV3-00356	WINE3perDVC ALNG UpgrdSAPk MVL Pltfrm	20		
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	321		
395-02504	ExchgSvrEnt ALNG SA MVL	1		
312-02257	ExchgSvrStd ALNG SA MVL	1		
312-02177	ExchgSvrStd ALNG LicSAPk MVL	1		
H30-00238	PrjctPro ALNG SA MVL w1PrjctSvrCAL	5		
359-00792	SQLCAL ALNG SA MVL DvcCAL	5		
228-04433	SQLSvrStd ALNG SA MVL	9		
D86-01253	VisioStd ALNG SA MVL	24		
9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	224		
9EA-00279	WinSvrDCCore ALNG SASU MVL 2Lic WinSvrStdCore CoreLic	24		

Bids will be accepted only from established authorized Microsoft dealers. By submitting a bid, the supplier guarantees that their company is an authorized dealer of Microsoft and that Microsoft has agreed to furnish all quantities of items to be ordered pursuant to any resulting contract with the City. The bidder agrees further to provide the City with a certificate from Microsoft acknowledging their authorization, if requested. Bidder must have been in the business of providing Microsoft enterprise agreements and volume licensing to public-sector entities for a minimum of five (5) years prior to the bid date.

TOTAL BID FOR PER YEAR OF SERVICE **$**_____

(Figures)

_____

(Words)

City of Ormond Beach

MICROSOFT SERVICE AGREEMENT O365 Licenses
Bid No. 2024-20

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
    (1) A physical business and location address;
    (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
    (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
    (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
    (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Local Vendor Affidavit of Eligibility

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

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

Company Name:_____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by:_____ Date: _____

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

Registration Requirements

V□NDORS doing business within the City Limits must be registered with the City.

Re□uirements 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 □xemption form).

Application Fee□ □25.00 For more information, contact the City□s Business Tax Receipt official.

State Certified/Registered Contractors

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

If you have any □uestions regarding the above re□uirements, please contact the business tax receipt official at (386) 676-3234.

Insurance Requirements

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney□s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in e□uity of whatever kind or nature, including claims for personal in□ury, property damage, e□uitable 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. □xplosion, Collapse & □nderground Conditions
e. Blanket Contractual Liability
f. Personal In□ury Liability
g. Broad Form Property Damage □ndorsement, 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)
□. Pollution Liability (if applicable)
k. Asbestos Abatement (if applicable)
l. Fire Damage Liability

Certain coverage outlined above may not be re□uired if they do not relate to the Pro□ect, 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 □ach Occurrence
□2 Million General Aggregate
□1 Million Aggregate Products & Completed Operations

NOT□□Commercial General Liability Coverage must be purchased on either a pro□ect basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified pro□ect.

(c) Automobile Liability Insurance is re□uired 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 In□ury and Property Damage

(d) □xcess Liability

For contracts □250,000 or greater an □xcess 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 □mployers□Liability, the Contractor shall also provide an □xcess 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 form 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
AGENDA ITEM

December 19, 2023 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, December 2023		
Summary:	The following reports provide information regarding the City's finances and capital improvement projects, building permits and development activity, and economic development activities and trends.		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Financial Status Report - November 2023 2. Capital Improvements Projects, Status Report - November 2023 3. Economic Development Report - November 2023 4. Development Activity Report - November 2023 5. Building Permit Activity - November 2023		
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	12/6/2023 12/8/2023 12/13/2023	

Monthly Financial Status Report
November 2023

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 17% benchmark is favorable, while expenses at or below the 17% 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 Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	43,461,840	4,987,779	11%	6,518,305	15%
104 - Community Redevelopment	1,609,825	108,790	7%	25,592	2%
106 - Ormond Crossing	329,996	24,632	7%	-	0%
107 - Stormwater	4,478,430	432,515	10%	265,630	6%
108 - Airport	2,725,948	66,326	2%	46,327	2%
113 - Pension Contribution Pass Through	1,000,000	-	0%	-	0%
115 - Recreation Facility Fee	57,225	5,508	10%	38,253	67%
205 - Financing Debt Service	803,545	133,924	17%	16,000	2%
211 - Debt Service 2005 CIP Note	162,000	26,166	16%	-	0%
220 - Debt Service GOB 2010	392,114	45,577	12%	-	0%
301 - General Capital Improvement	1,614,840	54,697	3%	357,251	22%
302 - General Equipment & Vehicle	290,000	25,073	9%	8,000	3%
305 - Public Safety Vehicle & Equip	2,455,000	118,694	5%	100,423	4%
308 - Transportation	2,121,284	59,272	3%	209,442	10%
310 - Recreation Impact Fee	100,000	4,429	4%	-	0%
316 - Local Roads Impact Fee	50,000	13,176	26%	-	0%
317 - Facilities Renewal & Replacement	808,736	93,978	12%	119,269	15%
318 - Stormwater Impact Fee	50,000	17,780	36%	-	0%
322 - Leisure Services Capital Fund	1,149,749	59,157	5%	9,232	1%
401 - Water/Wastewater Operating Fund	24,006,719	3,727,409	16%	3,661,316	15%
408 - Water/Wastewater E&V Fund	250,000	41,666	17%	-	0%
409 - Water/Wastewater Capital	7,000,000	528,735	8%	200,291	3%
414 - Water/Wastewater Consolidated Debt	5,209,000	701,500	13%	-	0%
434 - Water Impact Fee	2,772,500	27,880	1%	20,731	1%
435 - Wastewater Impact Fee	675,000	41,992	6%	21,738	3%
460 - Solid Waste	13,285,500	2,513,814	19%	1,126,809	8%
502 - Workers Compensation	806,612	158,407	20%	211,974	26%
504 - General Liability	2,455,253	428,811	17%	1,692,174	69%
Total	**$ 120,121,116**	**$ 14,447,748**	**12%**	**$ 14,648,759**	**12%**

The airport fund has revenue and expense impacts from FAA grants.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at $16 million and is based on the taxable value ($4.6 billion) and the General Fund operating millage (3.761). Actuals to date are $1.9 million 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 $550,000

Communication Taxes – Communication service taxes for 2024 will not start to be received until December.

Business Tax –Business tax collections amounted to $30,000. 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 November 2023 are $706,000

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through November 2023, the City received a total of $348,000 in this category. This category was been impacted by the COVID Pandemic in previous years.

Charges for Services – This category includes Leisure Services user charges and additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting. The Volusia County Library is no longer charged as it has been in previous years in this category. The City received $240,000 in this category through November.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $4,000 for November 2023.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $301,000

Transfers In –Transfers have been recorded in the amount of $952,000

General Fund Revenues - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Property Tax	$ 16,188,466	$ 1,858,518	$ 14,329,948	11.5%	$ 1,296,880	$ 561,639	43.31%
Utility Taxes	4,585,000	550,426	4,034,574	12.0%	437,952	112,474	25.68%
Communication Tax Receipts	1,700,000	-	1,700,000	0.0%	-	-	0.00%
Business Tax	283,500	29,874	253,626	10.5%	32,224	(2,350)	-7.29%
Licenses, Permits & Fees	5,184,350	706,243	4,478,107	13.6%	306,328	399,915	130.55%
Intergovernmental	5,256,300	347,667	4,908,633	6.6%	429,461	(81,794)	-19.05%
Charges for Services	858,138	238,777	619,361	27.8%	144,727	94,050	64.98%
Fines & Forfeitures	73,000	3,730	69,270	5.1%	7,725	(3,995)	-51.71%
Miscellaneous Revenues	3,553,765	300,992	3,252,773	8.5%	451,987	(150,995)	-33.41%
Transfers In	5,709,321	951,552	4,757,769	16.7%	796,518	155,034	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	$ 43,461,840	$ 4,987,779	$ 38,474,061	11.5%	$ 3,903,801	$ 1,083,978	27.8%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $28.2 of the General Fund gross budget. Expenditures through November 2023 were $4.7 million.

Operating Expenditures - This category includes $13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through November 2023, $1.2 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $201,000. $28,000 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $1.7 million with $275,000 million made through November 2023.

General Fund Expenditures - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
City Commission	$ 398,297	$ 61,928	$ 336,369	15.5%	$ 65,384	$ (3,457)	-5.29%
City Administration	766,686	99,925	666,761	13.0%	102,797	(2,872)	-2.79%
Support Services	436,052	80,331	355,721	18.4%	74,161	6,169	8.32%
City Attorney	897,617	149,496	748,121	16.7%	115,623	33,873	29.30%
Legislation & Policy	2,498,652	391,680	2,106,972	15.7%	357,966	33,714	9.42%
Finance	1,126,785	180,274	946,511	16.0%	139,250	41,024	29.46%
Information Technology	1,661,794	213,402	1,448,392	12.8%	165,407	47,995	29.02%
Human Resources	610,162	94,626	515,536	15.5%	110,680	(16,054)	-14.51%
Planning	815,894	107,585	708,309	13.2%	96,502	11,084	11.49%
Building Inspections	1,208,177	177,922	1,030,255	14.7%	139,357	38,565	27.67%
Police Administration	1,197,397	150,376	1,047,021	12.6%	136,124	14,251	10.47%
Police Operations	7,508,510	1,430,430	6,078,080	19.1%	981,777	448,654	45.70%
Community Outreach	620,646	92,729	527,917	14.9%	77,738	14,991	19.28%
Criminal Investigations	1,527,310	279,787	1,247,523	18.3%	195,529	84,258	43.09%
Community Services	444,250	60,325	383,925	13.6%	60,016	309	0.51%
Records	193,324	28,774	164,550	14.9%	24,210	4,564	18.85%
Neighborhood Impr.	496,897	52,137	444,760	10.5%	49,730	2,407	4.84%
Police	11,988,334	2,094,558	9,893,776	17.5%	1,525,124	569,434	37.34%
Fire	7,363,742	1,190,038	6,173,704	16.2%	1,088,701	101,337	9.31%
Streets	2,622,263	299,937	2,322,326	11.4%	354,816	(54,880)	-15.47%
Engineering	1,251,822	171,713	1,080,109	13.7%	157,935	13,778	8.72%
Fleet	1,823,290	260,762	1,562,528	14.3%	282,119	(21,357)	-7.57%
Public Works	5,697,375	732,411	4,964,964	12.9%	794,870	(62,459)	-7.86%
Economic Development	410,971	93,971	317,000	22.9%	91,536	2,435	2.66%
Building Maintenance	937,759	132,357	805,402	14.1%	146,227	(13,870)	-9.48%
Administration	819,430	94,100	725,330	11.5%	85,942	8,158	9.49%
Nova Recreation	376,439	57,651	318,788	15.3%	41,386	16,264	39.30%
S. Ormond Neigh. Center	384,201	47,750	336,451	12.4%	38,551	9,198	23.86%
Athletic Fields Mnt.	1,657,484	182,087	1,475,397	11.0%	178,304	3,783	2.12%
Parks	2,650,336	282,578	2,367,758	10.7%	271,770	10,808	3.98%
Environmental Learning	205,132	25,329	179,803	12.3%	22,330	2,999	13.43%
The Casements	389,713	50,077	339,636	12.8%	51,657	(1,580)	-3.06%
Performing Arts Center	299,738	38,494	261,244	12.8%	35,752	2,742	7.67%
Senior Center	118,154	7,730	110,424	6.5%	9,864	(2,133)	-21.63%
Community Events	246,067	21,174	224,893	8.6%	19,406	1,768	9.11%
Leisure Services	8,084,453	939,326	7,145,127	11.6%	901,188	38,139	4.23%
Grants & Aid*	91,528	27,832	63,696	30.4%	7,440	20,392	274.08%
Transfers	1,718,073	274,680	1,443,393	16.0%	374,388	(99,708)	-26.63%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	$ 43,461,840	$ 6,518,305	$ 36,943,535	15.0%	$ 5,792,409	$ 725,896	12.53%

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 $1.6 million consisting of $653,000 in transfers into this fund. $109,000 has been received as of November 2023.

Expenditures – A total of $26,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	956,586	-	956,586	0.0%	-	-	0.0%
Miscellaneous	500	-	500	0.0%	-	-	0.0%
Transfers In	652,739	108,790	543,949	16.7%	-	108,790	0.0%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	$ 1,609,825	$ 108,790	$ 1,501,035	6.8%	$ -	$ 108,790	#DIV/0!

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Planning	$ 131,050	$ 350	$ 130,700	0.3%	$ 17,850	$ (17,500)	-98.0%
Public Works	86,976	822	86,154	0.9%	22,455	(21,633)	-96.3%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	24,420	240,080	9.2%	15,375	9,045	58.8%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	$ 1,609,825	$ 25,592	$ 1,584,233	1.6%	$ 55,680	$ (30,088)	-54.04%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.6 million with $433,000 received through November 2023.

Expenditures – The budget for stormwater expenses is $4.5 million with $266,000 spent to date.

Stormwater Fund Revenues - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	432,515	2,142,485	16.8%	429,909	2,607	0.61%
Miscellaneous	50,000	-	50,000	0.0%	-	-	0.00%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	$ 4,478,430	$ 432,515	$ 4,045,915	9.7%	$ 429,909	$ 2,607	0.61%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Maintenance	4,031,830	223,298	3,808,532	5.5%	181,468	41,830	23.05%
Engineering Support	$ 192,607		$ 192,607	0.0%	$ -	$ -	0.00%
Transfers Out	253,993	42,630	211,363	16.8%	36,940	5,690	15.40%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 4,478,430	$ 265,928	$ 4,212,502	5.9%	$ 218,408	$ 47,520	21.76%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $22.2 million with $3.7 million collected year to date. The revenue also includes $461,792 budgeted for transfers, of which $77,000 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $24 million with $3.7 million expended to date. The budget also includes $10.9 expected transfers, of which $1.8 million have been used in as of November.

Water/Wastewater Fund Revenues - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Water/Sewer Charges	$ 22,187,000	$ 3,650,108	$ 18,536,892	16.5%	$ 3,459,304	$ 190,804	5.52%
Miscellaneous	60,000	-	60,000	0.0%	-	-	#DIV/0!
Transfers In	461,792	76,966	384,826	16.7%	70,982	5,984	8.43%
Intergovernmental	-	335	-	0.0%	-	335	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	$ 24,006,719	$ 3,727,409	$ 20,279,645	15.5%	$ 3,530,286	$ 197,123	5.58%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Utility Billing	$ 1,869,278	$ 240,282	$ 1,628,996	12.9%	$ 307,152	$ (66,870)	-21.77%
Water Production	4,323,844	619,055	3,704,789	14.3%	485,108	133,947	27.61%
Water Distribution	1,581,713	222,622	1,359,091	14.1%	223,708	(1,087)	-0.49%
Wastwater Treatment	3,728,573	469,232	3,259,341	12.6%	404,528	64,705	16.00%
Wastewater Collection	1,577,833	289,211	1,288,622	18.3%	263,371	25,839	9.81%
Transfers Out	10,925,478	1,820,914	9,104,564	16.7%	1,892,528	(71,614)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 24,006,719	$ 3,661,316	$ 20,345,403	15.3%	$ 3,576,395	$ 84,921	2.37%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $2.5 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are $13 million. $1.1 million has been expended as of November. Year to year variance due to Hurricane Ian expenses.

Solid Waste Fund Revenues - November 2023

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Franchise Fees	$ 2,394,500	$ 151,283	$ 2,243,217	6.3%	$ 259,597	$ (108,314)	-41.72%
User Fees	10,890,000	1,906,913	$ 8,983,087	17.5%	1,438,800	468,113	32.53%
Miscellaneous	1,000	544	$ 456	54.4%	645	(101)	-15.62%
Intergovernmental	-	455,074	$ (455,074)	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,285,500	$ 2,513,814	$ 10,771,686	18.9%	$ 1,699,042	$ 359,698	21.17%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	$ Variance	% of Budget	YTD FY 2022-23	$ Variance	% Variance
Collection & Disposal	$ 9,816,266	$ 736,771	$ 9,079,495	7.5%	$ 1,250,917	$ (514,146)	-41.10%
Recycling	1,482,796	105,126	1,377,670	7.1%	183,504	(78,378)	-42.71%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	284,912	1,424,568	16.7%	223,994	60,918	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	$ 13,285,500	$ 1,126,809	$ 12,158,691	8.5%	$ 1,658,415	$ (531,606)	-32.06%

CIP Status Report as of November 14, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	45□		□ 203,000	□ 202,155	20□
		Construction	0□		□ 865,000		
		Total			□ 1,068,000	□ 202,155	
Downtown □pgrades/Improvements City Hall Landscaping		Design/Bidding	100□			In-House	
		Construction	0□		□ 60,000		
		Total			□ 60,000	□ -	
Downtown Sidewalk Renovations/Banding		Design/Bidding	100□	12/6/2022		In-House	
		Construction	0□		□ 1,400,000	□ 53,001	100□
		Total			□ 1,400,000	□ 53,001	
Downtown □ast Granada □tility □ndergrounding		Design/Bidding	100□		□ 20,000	□ 27,500	100□
		Construction	0□		□ 100,000	□ 991,928	0□
		Total			□ 120,000	□ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements	HMGP	Design/Bidding	95□				
		Construction	0□				
		Total			□ -	□ -	
Fund 110 - Economic Development							
Business Park Drive Ph II		Design/Bidding	100□		□ 195,000	□ 104,695	100□
		Construction	0□		□ 1,112,000		
		Total			□ 1,307,000	□ 104,695	
Fund 301 - General Fund							
CDBG North Ridgewood Sidewalk Improvements	CDBG 100□	Design/Bidding	100□	6/6/2023		In-House	
		Construction	85□		□ 151,165	□ 118,224	35□
		Total			□ 151,165	□ 118,224	
PD Roof Replacement		Design/Bidding	100□			In-House	
		Construction	45□		□ 345,000	□ 318,744	0□
		Total			□ 345,000	□ 318,744	
PD HVAC □pgrades		Design/Bidding	100□	7/19/2022	□ 37,000	□ 37,416	86□
		Construction	40□		□ 225,000	□ 598,596	26□
		Total			□ 262,000	□ 636,012	
PAC Renovations	□CHO □600,000	Design/Bidding	100□	3/21/2023	□ 77,000	□ 76,536	90□
		Construction	71□		□ 1,630,000	□ 1,726,865	71□
		Total			□ 1,707,000	□ 1,803,401	
Fund 308 - Transportation							
Doug Thomas Way □xtension		Design/Bidding	100□		□ 90,000	□ 88,800	99□
		Construction	0□		□ 792,000	□ 908,015	0□
		Total			□ 882,000	□ 996,815	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100□	5/16/2023		In-House	
		Construction	40□		□ 97,000	□ 96,735	0□
		Total			□ 97,000	□ 96,735	
SONC Rental Pavilion Replacement		Design/Bidding	100□	5/16/2023		In-House	
		Construction	100□		□ 65,000	□ 90,335	0□
		Total			□ 65,000	□ 90,335	

CIP Status Report as of November 14, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility □pgrades		Design/Bidding	72□		□ 46,000	□ 46,390	52□
		Construction	0□		□ 240,000	□ 187,860	0□
		Total			□ 286,000	□ 234,250	
WTP Aeration, Clearwell & Splitter Box (Bids Re□ected-will split into 2 smaller pro□ects)		Design/Bidding	100□	6/2/2023	□ 247,500	□ 189,266	99□
		Construction	0□		□ 1,484,000		
		Total			□ 1,731,500	□ 189,266	
WRF □pgrades		Design/Bidding	100□		□ 136,000	□ 135,642	91□
		Construction	0□		□ 2,000,000	□ 1,068,700	0□
		Total			□ 2,136,000	□ 1,204,342	
SR40 FM Addition to WM Loop		Design/Bidding	0□		□ 75,000	□ 104,275	0□
		Construction	0□		□ -		
		Total			□ 75,000	□ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FD□P	Design/Bidding	85□		□ 150,000	□ 81,840	85□
		Construction	0□				
		Total	0□		□ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield □xpansion		Design/Bidding	57□		□ 300,000	□ 292,964	56□
		Construction	0□		□ 1,300,000		
		Total	0□		□ 1,600,000	□ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FD□P	Design/Bidding	0□		□ 160,000	□ 83,760	0□
		Construction	0□		□ 1,440,000		0□
		Total	0□		□ 1,600,000	□ 83,760	
WRF □ltraviolet Disinfection Conversion	FD□P (const only)	Design/Bidding	50□		□ 270,000	□ 272,800	44□
		Construction	0□		□ 2,430,000		0□
		Total	0□		□ 2,700,000	□ 272,800	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	100□			In-House	
		Construction	0□		□ -		
		Total			□ -	□ -	
Hurricane Ian-Roof Replacement Ames House		Design/Bidding	100□			In-House	
		Construction	100□	11/14/2023	□ -	□ 35,516	0□
		Total			□ -	□ 35,516	
Hurricane Ian-Shade Structure Replacements		Design/Bidding	100□			In-House	
		Construction	0□		□ -	□ 146,100	0□
		Total			□ -	□ 146,100	
Hurricane Ian-ARBP Seawall		Design/Bidding	0□			□ 93,965	3□
		Construction	0□		□ -		
		Total			□ -	□ 93,965	

CIP Status Report as of November 14, 2023

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 107 - Stormwater							
Stormwater Construction - Arbor Drive South		Design/Bidding	100□			In-House	
		Construction	5□		□ 250,000	□ 185,804	0□
		Total			□ 250,000	□ 185,804	
Annual Projects Fund 308 - Transportation							
2023 Roadway Resurfacing		Design/Bidding	100□	7/18/2023		In-House	
		Construction	5□		□ 750,000	□ 1,023,129	4□
		Total			□ 750,000	□ 1,023,129	
2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	100□			In-House	
		Construction	0□		□ 302,500	□ 108,714	0□
		Total			□ 302,500	□ 108,714	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100□	5/2/2023		In-House	
		Construction	15□		□ 350,000	□ 398,250	0□
		Total			□ 350,000	□ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	60□		□ 165,000	□ 164,612	58□
		Construction	0□				
		Total			□ 165,000	□ 164,612	

Economic Development Monthly Report

November, 2023

Ormond Beach October Employment

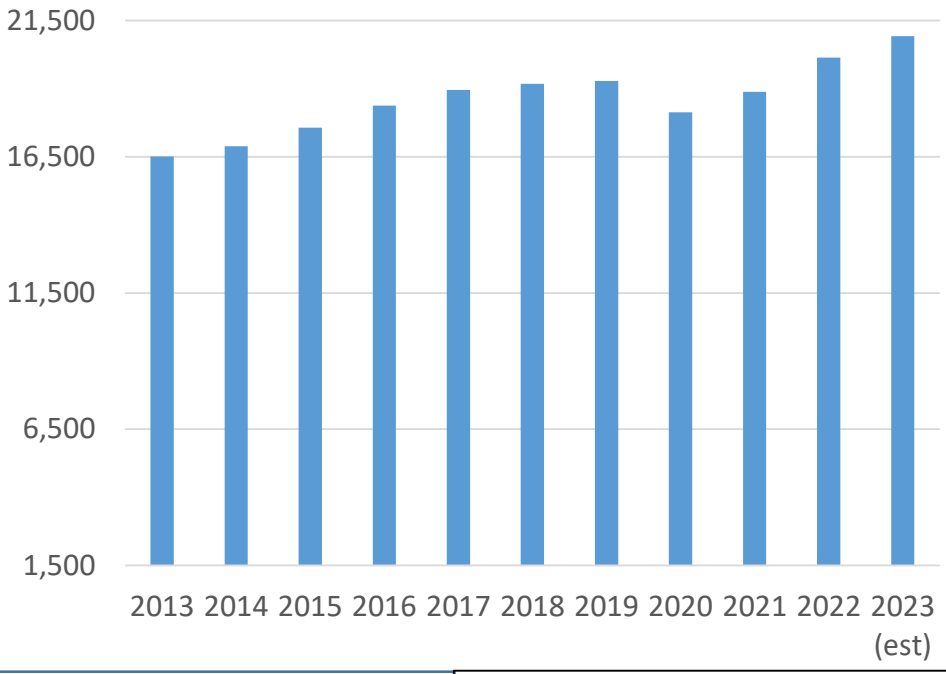
20,931

This is up 3.0% from last year

Ormond Beach Unemployment Rate

3.5%

Ormond Beach Employment Trend



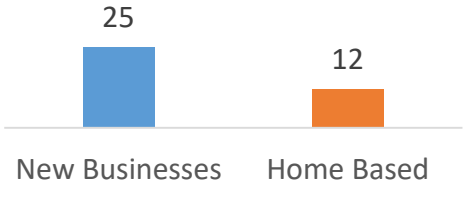
Total Permits Issued November

296

Permit Valuation for November

$16.1m

Total Business Tax Receipts in November



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,705,099	2.6%	$22.73	2.5%
Industrial	2,976,601	0.2%	$11.26	0.6%
Retail	4,133,809	3.4%	$17.76	3.5%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.

This Month's Takeaways

November, 2023

Notes and Updates:

- **Employment for November** was 20,931 up 3.0% from the same month last year. The unemployment rate is 3.5%. Since January 2023 employment was up 638.

- **Permits and Business Tax Receipt** data through November indicate total permits issued since January is 5,280 with an associated construction value of $136.9 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 219 for bricks and mortar locations and 87 for Home Based Businesses.

- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.

- **The City of Ormond Beach Economic Development** launched a new data dashboard on its website. The Dashboard is a go-to resource for the business community, partners, and site selectors looking for key demographic, workforce, and economic data for Ormond Beach and the region **Economic Development Data Dashboard | City of Ormond Beach, FL - Official Website**

- **Ormond Beach business entrepreneurs** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: **https://sizeup.info/ormondbeach**

- **Two new articles have been published** promoting the City of Ormond Beach, it's target industry and quality of life. The articles can be accessed here: **Ormond Beach Economic Development News and Articles | City of Ormond Beach, FL - Official Website**

Thank you,
Brian Rademacher
Economic Development Director

Data Sources: Employment Data from FL DEO LAUS; Permit and BTR data from Dept. of Building 11/01-11/30 Real Estate data from CoStar provided by Adams Cameron Real Estate.

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill Phase 1
C	Archers Mill Phase 2 - Preliminary Plat
D	Archers Mill Phase 3 - Preliminary Plat
E	Archers Mill Phase 4 - Preliminary Plat
F	Archers Mill Phase 5 - Preliminary Plat
G	Archers Mill Phase 6 - Preliminary Plat
H	Bradford Lakes
I	Bradford Park
J	Cupola at Oceanside
K	Enclave - Preliminary Plat
L	Fountain View Phase 1B
M	Ormond Enclave (FKA Courtyards)
N	Plantation Oaks - 2C
O	Plantation Oaks - 2D
P	Regal Multifamily
Q	Ridgehaven
R	Stanton Grove
S	Tattersall at Tymber Creek
T	Tides Edge
U	Tides at Ormond Beach - Final Plat
V	Tomoka Reserve
W	Tomoka Reserve - ZMA to R-2
X	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	Beach House Graphics
2	Complete Cardiology Expansion
3	Culvers Restaurant
4	Germfree Driveway Expansion
5	Halifax Paving Office
6	Hull Road RV & Boat Storage
7	IHOP
8	Love Whole Food Expansion
9	MetroNet
10	Mister Car Wash
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	Ocean Club Ormond Beach
14	Ormond Beach Holdings LLC
15	Ormond Beach Self Storage
16	Ormond Central Self Storage
17	Ormond Gateway Revision
18	Perrott Depot Revision
19	Public House Restaurant
20	Revella at Ormond Beach ALF
21	Splash Car Wash
22	Shoppes at Granada Pointe
23	Stor - It
24	Walgreens/Commerical Area Improvements
25	Wawa
26	Winkler Cabinetry

ORMOND BEACH - UTILITY PROVIDER ONLY	
27	Amberwoods
28	Baileys by the Sea
29	Beachview Cove
30	Brookside at Ormond Station
31	Corinthian Villas
32	Hunters Ridge Storage Site
33	Iris Subdivision (Flagler)
34	Ironwood
35	Regency Plaza Condominium
36	Sands Point Condominium
37	Surf Side Club South
38	Surf Style
39	Villas at Spanish Waters

Plantation Oaks Blvd
Airport Rd (C.R. 2813)
Tymber Creek Rd (C.R. 2813)
Clyde Morris Blvd (C.R. 483)
N Beach St (C.R. 4011)
S. Beach St (C.R. 4011)
Halifax River
Atlantic Ocean
Hand Ave
S. Center St
1
0.5
0
1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - December 1, 2023

City of Ormond Beach Commercial Development Report, as of December 1, 2023

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**BEACH HOUSE GRAPHICS** 7/9 East tower Circle PZ# 2023-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		In review	$1,293,471	Issued 09.14.23	$137,720	15%		E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
2	**COMPLETE CARDIOLOGY EXPANSION** 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	$1,726,850	Issued 03.15.23	$58,000	20%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
3	**CULVER'S RESTAURANT** 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
4	**GERMFREE DRIVEWAY EXPANSION** 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23			In review	$178,000	Approved	$83,000			E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
5	**HALIFAX PAVING OFFICE** 860 Hull Road PZ# 2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable	06.06.23	Under Constr.		Issued 07.21.23	$1,500,000	Issued 06.09.23	$390,000	75%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving
6	**HULL ROAD RV & BOAT STORAGE** 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	$26,450	0%		E = Newkirk Engineering, Inc. O = B Mill Inc
7	**IHOP** 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable				Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
8	**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	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	$985,000	Issued 11.14.23	$151,149	98%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods
9	**METRONET** 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	$180,000	Issued 02.02.23	$180,000	85%		E = Metro Fibernet LLC O = Coast to Coast Construction
10	**MISTER CAR WASH** 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	08.25.23		Not applicable	06.08.23 (Approved)	07.18.23 (Approved)	09.06.23	09.06.25		Not applied	Not applied	Approved	$250,000			E - Caprine O = National Retail Properties, LP
11	**NORTH INTERCHANGE INDUSTRIAL FLEX SPACE** 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
12	**NORTH INTERCHANGE SELF STORAGE** 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	**OCEAN CLUB ORMOND BEACH** 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	$1,800,000	Issued 12.07.22	$549,000	90%		E = The Performance Group O = 88 South Atlantic, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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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
14	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	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	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Early Review	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC
15	**ORMOND BEACH SELF STORAGE** 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		Early Review	A =$9,039,174 B= $240,741 C= $665,681 D= $294,240 E= $294,240 F= $9,796,008 G= $1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
16	**ORMOND CENTRAL SELF STORAGE** 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	$13,488,271	Issued 10.19.23	$523,892	5%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
17	**ORMOND GATEWAY REVISION** 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
18	**PERROTT DEPOT REVISION** 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23	05.02.23			02.17.21	Not applicable	Not applicable	05.29.23	Under Constr.		Issued 07.16.23	$613,247	Issued 07.11.23	$100,000	5%		E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
19	**PUBLIC HOUSE RESTAURANT** 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
20	**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	Under Constr.		Issued 11.08.22	$29,723,266	Issued 04.26.22	$2,184,284	85%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
21	**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.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	$976,942	70%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
22	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23			Not applicable	Not applicable	Not applicable				In review	$2,030,000	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
23	**STOR-IT** 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	40%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
24	**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	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
25	**WAWA** 1670 North U.S. Highway 1 PZ# 2023-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
26	**WINKLER CABINETRY** 1041 South Nova Road PZ# 2023-029	Site improvements (parking and landscaping) associated with a change of use.	02.16.23	02.23.23				Not applicable	Not applicable	Not applicable	03.28.23	Under Constr.		Not applied	Not applied	Issued	$31,909	95%		E = Mark Dowst & Associates, Inc. O = Ormond Properties LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | **Project nearing completion** | **Projects reviewed this month**

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
27	**AMBERWOODS** Flagler County PZ #2023-078	Utility connection, Flagler County for 40 lots on 24.26 acres	07.31.23	08.15.23	11.06.23			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
28	**BAILEYS BY THE SEA** 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23								11.26.23			Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
29	**BEACHVIEW COVE** 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	$711,679.47	10%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
30	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	DUE 12.05.23										Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	**CORINTHIAN VILLAS** PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	08.08.25		Not applicable	Not applicable	Issued 09.15.23	$356,177	0%		E = Clearwater Solutions, LLC O = Corinthian Villas
32	**HUNTER'S RIDGE STORAGE SITE** 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	12.20.24		Not applicable	Not applicable	Issued 08.03.23	$22,590	0%		E = Alann Engineering Group O = Preston Court II, LLC
33	**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	Under constr.		Not applicable	Not applicable	Issued 11.02.23	$809,314	40%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	**IRONWOOD** PZ#23-090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	**REGENCY PLAZA CONDOMINIUM** 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Approved	$257,165			E = Saltus Engineering, Inc. O = Regency Plaza Condominium
36	**SANDS POINT CONDOMINIUM** 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for an existing 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Issued 11.03.23	$148,490	0%		E = Robert Marshall. P.E. O = Sands Point Condominium
37	**SURFSIDE CLUB SOUTH** 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
38	**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
39	**VILLAS AT SPANISH WATERS** 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

* 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 December 1, 2023

#	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	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	**121 EAST** 121 East Granada Boulevard PZ-22-00000098	. Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	**ARCHER'S MILL PHASE 1** Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12,05.22 (Approved)	01.10.23 (Approved)	02.22.23; Revision 09.11.23	Under construction		Issued 02.22.23	$4,920,754.00	60%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 2 PRELIMINARY PLAT** Plantation Oaks Boulevard PZ# 2023-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	08.08.23	09.11.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	11.10.23			Approved	$1,883,146.98	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	**ARCHER'S MILL PHASE 3 PRELIMINARY PLAT** Plantation Oaks Boulevard PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL PHASE 4 PRELIMINARY PLAT** Plantation Oaks Boulevard PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23	DUE 11.02.23		Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 5 PRELIMINARY PLAT** Plantation Oaks Boulevard PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Approved	$1,225,490.57	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**ARCHER'S MILL PHASE 6 PRELIMINARY PLAT** Plantation Oaks Boulevard PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Approved	$2,668,369.85	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	**BRADFORD LAKES** Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23	07.19.23	09.15.23	11.22.23	Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	**BRADFORD PARK** Plantation Oaks Boulevard PZ-23-00000074	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23	DUE 12.04.23	Not Required	01.11.24	2.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
J	**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	95%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
K	**ENCLAVE PRELIMINARY PLAT** 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23			Not Required	09.14.23 (Approved)	10.17.23 (Approved)							E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
L	**FOUNTAIN VIEW PHASE 1B** Plantation Oaks Boulevard PZ-23-00000084	137 lots on 77.91 acres	09.22.23	10.15.23	DUE 12.1.23			Not Required	01.11.24	2.20.23							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

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City of Ormond Beach Residential Development Report, as of December 1, 2023

M	**ORMOND ENCLAVE (FKA COURTYARDS)** 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
N	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	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	45%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	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	35%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	**REGAL MULTIFAMILY** 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25		Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
Q	**RIDGEHAVEN** Plantation Oaks Boulevard & Addison Drive PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23	10.17.25		Not applied	Not applied		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
R	**STANTON GROVE** 183 South Orchard PZ# 2022-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
S	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23			Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	**TIDES EDGE** 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
U	**TIDES AT ORMOND BEACH FINAL PLAT** 264 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23	10.03.23	10.30.23		Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
V	**TOMOKA RESERVE** 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	Withdrawn											Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
W	**TOMOKA RESERVE, ZMA TO R-2** 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	January 2024 - TBD	To be determined				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
X	**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	04.28.22	06.23.22 05.08.23	9th 06.20.23	06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		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, 1st reading or only**	**City Commission, 2nd reading**
NA	Ormond MainStreet FY 2023-24 Funding Agreement (CRA)	This item requests approval of the Fiscal Year 2023-24 Service Agreement with Ormond Beach MainStreet (MainStreet) in the amount of $70,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown	NA	**12.05.2023**	NA
LDC2024-01	Deletion of the I-2, Heavy Industrial Zoning District	This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. On August 1, 2023, the City Commission adopted Ordinance 2023-41, that adopted the Ormond Beach I-2, Heavy Industrial zoning district.	11.09.2023 (Approved 6-0)	**12.05.2023**	**12.19.2023**
NA	Annexation, Benton Street Parcels	This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 2.66 acres along Benton Street (Volusia Co. parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022). As part of the annexation, two unnamed rights of-way totaling approximately 0.28 acres are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).	NA	**12.05.2023**	**12.19.2023**
NA	Annexation, 1113 & 1117 North U.S. Highway 1	This is a voluntary request for an annexation submitted by Michael Wojtuniak, P.E., Engineered Permits, on behalf of the property owner, KVG Development LLC, for approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).	NA	**12.05.2023**	**12.19.2023**
NA	Downtown Traffic Signal Wrap FDOT Community Aesthetics Feature Agreement	This is a request for the City Commission, also acting as the Community Redevelopment Agency (Agency), to approve and execute a Community Aesthetic Feature (CAF) Agreement with the Florida Department of Transportation (FDOT) for the installation of nine (9) public art traffic signal cabinets within the FDOT right-of-way along West and East Granada Boulevard, within the Downtown Overlay Zone.	NA	**12.19.23**	NA
NA	Downtown CRA Public Art Traffic Signal and Streetlight Cabinet Wrap Project	This is a request for the City Commission, acting as the Community Redevelopment Agency (CRA), to allow public art cabinet wraps, located at 9 traffic signal and 2 streetlight cabinets along West and East Granada Blvd., within the Downtown Overlay District. The original Downtown CRA Master Plan was completed in 2006, updated in 2019. Implementing "aesthetic features by utilizing art, social events and cultural and historical assets to enhance the shared feeling of community" was established as a goal in 2006 and carried over to the updated plan.	NA	**12.19.23**	NA

Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.iqm2.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 - December 6, 2023

Canceled

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 - December 7, 2023

Canceled

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.

PERMIT ISSUANCE SUMMARY (11/01/2023 TO 11/30/2023)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Electrical	1	0	$2,150.00	$114.00
	Exterior	1	5,000	$322,561.00	$1,900.46
	Mechanical	6	0	$48,257.00	$657.50
	New Construction	4	134,879	$8,530,971.00	$75,132.53
	New Construction, Addition	1	490	$44,000.00	$0.00
	Plumbing	2	0	$2,950.00	$321.50
	Reroof	20	115,065	$734,894.00	$4,824.18
	Signage	19	178	$90,335.00	$2,198.41
	BUILDING NON-RESIDENTIAL TOTAL:	**54**	**255,612**	**$9,776,118.00**	**$85,148.58**
Building Residential	Demolition, Complete	2	0	$20,495.00	$1,804.66
	Demolition, Partial or Interior	1	0	$20,000.00	$75.00
	Detached Accessory Structure	7	2,113	$101,281.00	$1,451.51
	Dock/Seawall	5	400	$258,900.00	$724.93
	Electrical	14	0	$25,228.00	$872.25
	Exterior	66	4,177	$940,810.96	$25,281.55
	Gas	3	0	$14,498.00	$262.25
	Generator	4	0	$37,602.00	$636.07
	Interior	6	5,173	$275,100.00	$5,195.85
	Manufactured/Mobile Home	3	1,056	$60,000.00	$11,929.62
	Mechanical	63	10,155	$543,799.10	$4,439.79
	New Construction, Addition	4	1,012	$127,000.00	$1,173.28
	New, Single Family Residential	2	0	$2,125,200.00	$15,792.57
	Plumbing	10	61	$16,322.97	$3,524.75
	Pool/Spa	3	1,548	$142,000.00	$1,439.55
	Reroof	103	55,720	$1,897,029.26	$16,043.70
	Screen Enclosure	3	2,363	$61,500.00	$726.14
	Solar	11	1,246	$362,383.50	$3,339.02
	Utility Connection Permit	3	0	$958,804.00	$50,928.19
	BUILDING RESIDENTIAL TOTAL:	**313**	**85,024**	**$7,987,953.79**	**$145,640.68**
Engineering Residential	Grade & Fill	1	0	$65,500.00	$101.00
	Tree Removal	23	0	$0.00	$420.00
	ENGINEERING RESIDENTIAL TOTAL:	**24**	**0**	**$65,500.00**	**$521.00**
Fire Non-Residential	Fire Protection Systems	2	0	$31,740.00	$341.50
	FIRE NON-RESIDENTIAL TOTAL:	**2**	**0**	**$31,740.00**	**$341.50**
LDC Non-Residential	LDC	10	1,754	$44,332.50	$645.00
	Non-Residential SPRC Site Improvem	3	0	$635,701.00	$8,743.89
	Special Event Permit	5	60	$295.00	$45.00
	LDC NON-RESIDENTIAL TOTAL:	**18**	**1,814**	**$680,328.50**	**$9,433.89**
LDC Residential	Garage Sale	47	0	$1.00	$0.00
	LDC	24	0	$253,375.00	$5,084.10
	Residential Subdivision SPRC Site Im	3	0	$5,077,005.57	$126,925.18
	LDC RESIDENTIAL TOTAL:	**74**	**0**	**$5,330,381.57**	**$132,009.28**
	GRAND TOTAL:	**485**	**342,450**	**$23,872,021.86**	**$373,094.93**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-56
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Deletion of the I-2, Heavy Industrial Zoning District (SECOND READING)		
Summary:	This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. On August 1, 2023, the City Commission adopted Ordinance 2023-41, that adopted the Ormond Beach I-2, Heavy Industrial zoning district. At the August 15, 2023 City Commission meeting, there was concern expressed about the appropriateness of heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts. At the September 6, 2023 City Commission meeting, the City Commission made multiple motions regarding potential heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts, and directed City staff to bring back options regarding the Omrond Beach I-2 zoning district with no properties to be zoned to the Ormond Beach I-2 zoning district. At the October 4, 2023 City Commission meeting, the City Commission provided direction to delete the Ormond Beach I-2, Heavy Industrial zoning district. This Ordinance proposes to delete the Ormond Beach I-2, Heavy Industrial zoning district in its entirety. There are currently no properties within Ormond Beach designated with the Ormond Beach I-2, Heavy Industrial zoning district. The direction provided by the City Commission is that there are concerns with the appropriateness of uses allowed within the Volusia County I-2, Heavy Industrial zoning district that was the basis for the Ormond Beach I-2, Heavy Industrial zoning district. The proposed amendment would delete, in its entirety, the Land Development Code amendments approved by Ordinance 2023-41. City staff have discussed Ormond Beach zoning options with Halifax		

	Paving and the concerns with the Ormond Beach I-2 zoning district. There was agreement to process Halifax Paving required zoning designation into Ormond Beach as a Planned Industrial Development. Seeking to provide Halifax Paving with a City I-1, Light Industrial zoning designation would not be similar to the existing Volusia County zoning uses. The following actions need to be implemented to accomplish a Planned Industrial Development zoning designation for Halifax Paving: • Amend the Comprehensive Plan Land Use Map to "Industrial/Utilities" and the existing Comprehensive Plan Land Use Map Amendment (Ordinance 2023-40, to "Heavy Industrial") will not be acted upon and will expire • Amend the framework of the Planned Industrial Development regulations to allow planned developments for individual industrial sites • Amend the Zoning Map to Planned Industrial Development for the Halifax Paving site Until the above actions are completed, Halifax Paving would maintain its existing Volusia County "Industrial" land use and Volusia County I-2, Heavy Industrial zoning district. It is likely that the existing "Heavy Industrial" land use would be reviewed at the time of the City's Evaluation and Appraisal Report to be determined if the land use should be deleted. The Planning Board reviewed the Land Development Code amendment and recommended approval (6-0).
Financial Impact:	None
Citizen Impact:	Concern was expressed about the appropriateness of heavy industrial uses along Hull Road. At the September 20, 2023 City Commission meeting, the City Commission made motions that they had no intention or desire to provide utilities or annex the property at 874 Hull Road. City staff met with Halifax Paving and reviewed zoning options for the only annexed property within the Hull Road area. There was agreement to pursue a Plannned Development (with review by the Planning Board and City Commission) to provide the required City zoning. The deletion of the Ormond Beach I-2, Heavy Industrial zoning district would eliminate the ability to allow heavy industrial uses within the City of Ormond Beach. This Land Development Code amendment does not alter the existing Volusia County I-2, Heavy Industrial zoning within the area of Hull Road.
Recommended Action (Staff, Advisory Board and/or Other):	Planning Board recommended approval of the deletion of the Ormond Beach I-2, Heavy Industrial zoning district as detailed in the attached Ordinance.

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-56 Deletion of I-2 zoning district (P23-0221G) 2. 11.09.2023, Deletion of the I-2 zoning district, LDC Amendment PB Report 3. 11.09.2023, DRAFT Planning Board minutes, Deletion of I-2 4. Ordinance BIE 10-01-23 OB Form - Deletion of I-2 - needs final Ordinance
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/6/2023 Joyce Shanahan, City Manager 12/13/2023

ORDINANCE NO. 2023-56

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to: amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; amend Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district

designations; repeal Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial Zoning District; and amend Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, of the City of Ormond Beach *Land Development Code* to repeal the I-2, Heavy Industrial zoning district, and remove certain definitions and conditional and special exception uses related to the I-2, Heavy Industrial zoning district, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on November 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definitions of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended by removing the following definitions in the appropriate alphabetical order:

~~*Asphalt Batching and Cement Plants* means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.~~

~~*Bulk oil storage and fuel distribution facility* means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.~~

~~*Industrial uses, heavy*, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code~~

~~*Recreational vehicle or boat storage* means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.~~

~~*Recycling collection center* means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.~~

~~*Recycling transfer station* means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.~~

~~Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.~~

SECTION TWO. Section 2-02, Future land use map designations and zoning districts, 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* is hereby amended by removing the I-2, Heavy Industrial Zoning District, from Table 2-2, as follows:

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	*(No change to existing text)*
Recreation Open Space And Conservation	*(No change to existing text)*
REA, Rural Estate/Agriculture	*(No change to existing text)*
RR, Rural Residential	*(No change to existing text)*
SLDR, Suburban Low Density Residential	*(No change to existing text)*
LDR, Low Density Residential	*(No change to existing text)*
MDR, Medium Density Residential	*(No change to existing text)*
HDR, High Density Residential	*(No change to existing text)*
ROR, Residential, Office, Retail	*(No change to existing text)*
General Commercial	*(No change to existing text)*
Tourist Commercial	*(No change to existing text)*
Low Intensity Commercial	*(No change to existing text)*
Heavy Intensity Commercial	*(No change to existing text)*
Industrial/Utilities	I-1, Light Industrial
	~~I-2, Heavy Industrial~~
	PID, Planned Industrial Development

SECTION THREE. Section 2-07, Zoning district designations, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach

Land Development Code is hereby amended to delete the I-2, Heavy Industrial Zoning District, as follows:

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

(1) *Zoning affects all premises. (No change to existing text)*

(2) *Interpretation of uses and structures permitted. (No change to existing text)*

(3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*

(4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*

(5) *Reduction of lot area and width prohibited. (No change to existing text)*

(6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

Open Space/Conservation District (No change to existing text)	
Residential districts (No change to existing text)	
Business districts (No change to existing text)	
Industrial districts	
	I-1, Light Industrial
	~~I-2, Heavy Industrial~~
Planned development districts (No change to existing text)	

SECTION FOUR. Section 2-33, I-2, Heavy Industrial Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby repealed in its entirety and reserved for future use:

SECTION 2-33: ~~I-2,~~ Reserved ~~Heavy Industrial Zoning District~~

~~The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.~~

~~B. DIMENSIONAL STANDARDS~~

~~1.~~ ~~Type~~	~~2.~~ ~~Density~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~ ~~a. Front~~	~~b. Rear~~	~~c. Side~~	~~d. Street Side/ Corner~~	~~e. Waterbody~~
~~Nonresidential Uses~~	~~None~~	~~75'~~	~~80%~~	~~80%~~	~~One Acre~~	~~150~~	~~None~~	~~25'~~	~~20'; 50' if abutting residential district~~	~~10'; 30' if abutting residential district~~	~~15'~~	~~30'~~

~~C. PERMITTED USES~~	~~D. CONDITIONAL USES~~	~~E. SPECIAL EXCEPTION USES~~	~~F. OTHER STANDARDS~~
~~1. Business/Professional Offices~~ ~~2. Business Services~~ ~~3. Construction and Home Improvement~~ ~~4. Industrial Uses, Light~~ ~~5. Recycling Collection Center~~ ~~6. Recycling Transfer Station~~ ~~7. Vehicle Repair, Type A~~ ~~8. Warehouse, Business~~ ~~9. Warehouse, Storage~~	~~1. Asphalt Batching and Cement Plants~~ ~~2. Bulk Oil Storage and Distribution Facility~~ ~~3. Dry Cleaning Plant and Systems~~ ~~4. Industrial Uses, Heavy~~ ~~5. Outdoor Storage~~ ~~6. Parks and Recreations Facilities, Public~~ ~~7. Public Facilities~~ ~~8. Public Utilities~~ ~~9. Retail Sales and Service, Showroom~~ ~~10. RV or Boat Storage~~ ~~11. Solid Waste Transfer Station~~ ~~12. Telecommunication Towers, Camouflaged~~ ~~13. Terminal, Truck~~ ~~14. Vehicle Repair, Type B~~ ~~15. Warehouse, Indoor Mini-Rental~~ ~~16. Warehouse, Mini-Rental~~ ~~17. Wind Energy System~~	~~1. Telecommunication Tower~~ ~~2. Outdoor Activity~~	~~All development must comply with the following requirements:~~ ~~1. Wetlands (Chapter 3, article II).~~ ~~2. Landscaping and buffering standards of chapter 3 article I shall apply.~~ ~~3. See conditional and special exception regulations (chapter 2, article IV).~~ ~~4. Any other special requirements pursuant to this Code.~~

~~G. PERMITTED ACCESSORY USES:~~ ~~Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.~~

SECTION FIVE. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to remove the I-2, Heavy Industrial Zoning District, conditional uses as follows:

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

(1) *Adult day care centers. (No change to existing text)*

(2) *Adult family care home. (No change to existing text)*

(3) *Agricultural use, major. (No change to existing text)*

(4) *Agricultural use, minor. (No change to existing text)*

~~(5) *Asphalt Batching and Cement Plants.* A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(~~6~~ 5) Assisted living facility (ALF). (No change to existing text)

(~~7~~ 6) *Auction business. (No change to existing text)*

(~~8~~ 7) *Automatic amusement centers/game rooms. (No change to existing text)*

(~~9~~ 8) *Bars. (No change to existing text)*

(~~10~~ 9) *Bed and breakfast. (No change to existing text)*

(~~11~~ 10) *Bingo parlors. (No change to existing text)*

(~~12~~ 11) *Bowling centers. (No change to existing text)*

~~(13) *Bulk oil storage and fuel distribution facility.*~~

~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

~~b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.~~

~~c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.~~

(~~14~~ 12) *Campground. (No change to existing text)*

(~~15~~ 13) *Cemetery. (No change to existing text)*

(~~16~~ 14) *Child care facility. (No change to existing text)*

(~~17~~ 15) *Clubs and fraternal organizations. (No change to existing text)*

(~~18~~ 16) *Cluster subdivisions, single-family. (No change to existing text)*

(~~19~~ 17) *Community residential home. (No change to existing text)*

(~~20~~ 18) *Convenience food store, type A. (No change to existing text)*

(~~21~~ 19) *Convenience food store, type B. (No change to existing text)*

(~~22~~ 20) *Convenience food store, type C. (No change to existing text)*

(~~23~~ 21) *Dry cleaning plants and systems. (No change to existing text)*

(~~24~~ 22) *Dwelling, multifamily. (No change to existing text)*

(~~25~~ 23) *Dwelling, quadraplex. (No change to existing text)*

(24) *Reserved.*

(~~26~~ 25) *Farmer's markets. (No change to existing text)*

(~~27~~ 26) *Flea markets. (No change to existing text)*

(~~28~~ 27) *Foster home. (No change to existing text)*

(~~29~~ 28) *Funeral homes. (No change to existing text)*

(~~30~~ 29) *Garden center/nursery. (No change to existing text)*

(~~31~~ 30) *Golf courses/country clubs. (No change to existing text)*

(~~32~~ 31) *Golf courses, contoured. (No change to existing text)*

(~~33~~ 32) *Greenhouses. (No change to existing text)*

(~~34~~ 33) *Group home. (No change to existing text)*

(~~35~~ 34) *Historic preservation mixed use. (No change to existing text)*

(~~36~~ 35) *Hobby breeder. (No change to existing text)*

(~~37~~ 36) *Hospital. (No change to existing text)*

(~~38~~ 37) *Houses of worship. (No change to existing text)*

(~~39~~ 38) *Hunting dog. (No change to existing text)*

(~~40~~ 39) *Hunting lodge. (No change to existing text)*

(~~41~~ 40) *Industrial uses, light. (No change to existing text)*

~~(42) *Industrial uses, heavy.*~~

~~a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.~~

~~b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.~~

~~c. Screening and buffering in excess of that required under chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

~~d. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(~~43~~ 41) *Instructional artistic activity. (No change to existing text)*

(~~44~~ 42) *Kennels. (No change to existing text)*

(~~45~~ 43) *Malted beverage producer. (No change to existing text)*

(~~46~~ 44) *Manufactured home community (MAHC). (No change to existing text)*

(~~47~~ 45) *Marinas and multislip docking facilities. (No change to existing text)*

(~~48~~ 46) *Massage parlors. (No change to existing text)*

(~~49~~ 47) *Mausoleums. (No change to existing text)*

(~~50~~ 48) *Mining and excavation. (No change to existing text)*

(~~51~~ 49) *Mobile home community (MOHC). (No change to existing text)*

(~~52~~ 50) *Nightclubs. (No change to existing text)*

(~~53~~ 51) *Nonemergency medical transport services. (No change to existing text)*

(~~54~~ 52) *Nursing homes. (No change to existing text)*

(~~55~~ 53) *Outdoor activity. (No change to existing text)*

(~~56~~ 54) *Outdoor storage. (No change to existing text)*

(~~57~~ 55) *Parking lots. (No change to existing text)*

(~~58~~ 56) *Parking garage. (No change to existing text)*

(~~59~~ 57) *Parks and recreation facilities, private. (No change to existing text)*

(~~60~~ 58) *Parks and recreation facilities, public. (No change to existing text)*

(~~61~~ 59) *Patio home subdivisions, single-family. (No change to existing text)*

(~~62~~ 60) *Personal services. (No change to existing text)*

(~~63~~ 61) *Pawnshop. (No change to existing text)*

(~~64~~ 62) *Petroleum products storage. (No change to existing text)*

(~~65~~ 63) *Pool halls/billiards. (No change to existing text)*

(~~66~~ 64) *Public facilities/utilities. (No change to existing text)*

(~~67~~ 65) *Recreation facilities, indoor. (No change to existing text)*

(~~68~~ 66) *Recreation facilities, outdoor. (No change to existing text)*

(~~69~~ 67) *Recreational vehicles/boat storage. (No change to existing text)*

(~~70~~ 68) *Riding stables, horse. (No change to existing text)*

(~~71~~ 69) *Restaurant types. (No change to existing text)*

(70) *Reserved.*

(~~72~~ 71) *Retail sales and service. (No change to existing text)*

(~~73~~ 72) *Retail sales and service, daily needs. (No change to existing text)*

(~~74~~ 73) *Retail sales and service, showroom. (No change to existing text)*

(~~75~~ 74) *Schools, private. (No change to existing text)*

(~~76~~ 75) *Silviculture. (No change to existing text)*

(~~77~~ 76) *Shopping center. (No change to existing text)*

(~~78~~ 77) *Skating centers. (No change to existing text)*

~~(79) *Solid waste transfer station.*~~

~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

~~b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.~~

~~c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.~~

~~d. Screening and buffering in excess of that required under Chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

(~~80~~ 78) *Tattoo establishment. (No change to existing text)*

(~~81~~ 79) *Taxi barn. (No change to existing text)*

(~~82~~ 80) *Telecommunications towers and antennas. (No change to existing text)*

(~~83~~ 81) *Terminal, bus passenger. (No change to existing text)*

(~~84~~ 82) *Terminals, truck. (No change to existing text)*

(~~85~~ 83) *Theater. (No change to existing text)*

(~~86~~ 84) *Townhouses. (No change to existing text)*

(~~87~~ 85) *Vehicle rental. (No change to existing text)*

(~~88~~ 86) *Vehicle repair, types A and B. (No change to existing text)*

(~~89~~ 87) *Vehicle sales, including heavy. (No change to existing text)*

(~~90~~ 88) *Vehicle washing or detailing. (No change to existing text)*

(~~91~~ 89) *Veterinarian. (No change to existing text)*

(~~92~~ 90) *Virtual golf centers. (No change to existing text)*

(~~93~~ 91) *Warehouse, indoor mini-rental. (No change to existing text)*

(~~94~~ 92) *Warehouses, mini. (No change to existing text)*

(~~95~~ 93) *Water survival instruction. (No change to existing text)*

(~~96~~ 94) *Wind energy systems. (No change to existing text)*

(~~97~~ 95) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(~~98~~ 96) *Zero lot line development. (No change to existing text)*

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

SECTION SEVEN. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

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PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: November 9, 2023

SUBJECT: Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district

APPLICANT: Administrative

NUMBER: LDC 2024-001

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. The deletion of the I-2, Heavy Industrial, zoning district proposes the following Land Development Code amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

SECTION 2, BACKGROUND: With the 2010 Comprehensive Plan Evaluation and Appraisal Report, Resolution 2009-209 and Ordinance 2010-31, there was a recognition that Ormond Beach would eventually need to create a Heavy Industrial land use similar to Volusia County along the area of Hull Road. It was identified that the area of Hull Road had a Volusia County zoning designation of I-2, Heavy Industrial with city utilities along Hull Road. A Land Development Code section was created adding an I-2 zoning district, Ordinance 2009-07, as a reserved section with no text included for a future zoning district.

A Volusia County site plan submittal occurred with the Lynch Oil project starting in 2018 that led Planning staff to draft an I-2, Heavy Industrial zoning district. The Lynch Oil project never moved forward and the Ormond Beach I-2, Heavy Industrial zoning district was not enacted.

On May 16, 2023, with Ordinance 2023-24, Halifax Paving at 860 Hull Road and 1399 Hull Trail was annexed into the City of Ormond Beach. The annexation was based upon the connection of utilities for a new office building. Based upon Volusia County staff comments regarding the Halifax Paving annexation, Ormond Beach also annexed a portion of Harmony Avenue on July 18, 2023 with Ordinance 2023-33. Based upon annexation, the process of assigning a similar land use and zoning was started.

A Comprehensive Plan land use map amendment was reviewed by the Planning Board for a “Heavy Industrial” land use amendment for the 52-acre Halifax Paving property on June 8, 2023, which was recommended for approval. The City Commission reviewed the Comprehensive Plan land use map amendment for the Halifax Paving property, Ordinance 2023-40, on first reading on July 18, 2023. After approval on first reading, the Ordinance was transmitted to Volusia County Growth Management Commission and state agencies. On August 24, 2023, Ormond Beach was notified of no objections to the adoption of the Comprehensive Plan land use map amendment from state agencies and the Volusia County Growth Management Commission. Ordinance 2023-40 has not been scheduled for second reading before the City Commission and will be allowed to expire.

In order to provide a compatible city zoning designation for the Halifax Paving property, an administrative request for a Land Development Code amendment for the creation of an Ormond Beach I-2, Heavy Industrial was proposed. The Planning Board reviewed the Land Development Code amendment on June 8, 2023 and recommended for approval. The Land Development Code amendment sought to provide similar uses to existing developed properties annexed into Ormond Beach as the Volusia County I-2, Heavy Industrial zoning district. The Land Development Code amendment did not amend the zoning designation of any individual parcel. The Ormond Beach I-2, Heavy Industrial Land Development Code required a separate Zoning Map Amendment to designate individual properties. The I-2, Heavy Industrial zoning district would only be applied to properties with existing developed property and approved Volusia County uses, annexed from Volusia County. On August 1, 2023, the City Commission adopted Ordinance 2023-41, that adopted the Ormond Beach I-2, Heavy Industrial zoning district (see ATTACHMENT 2).

At the August 15, 2023 City Commission meeting, there was concern expressed about the appropriateness of heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts. At the August 15, 2023 City Commission meeting, three (3) motions were adopted:

1. For staff to compose a letter of objection on behalf of the Commission to the FDEP regarding the Air Construction Permit for Belvedere Terminals;
2. For staff to compose a letter of opposition on behalf of the Commission to the Volusia County Council and all Volusia County legislative delegates including the Governor and Congressman regarding the development of the facility; and
3. For staff to compose a letter on behalf of the Commission to Belvedere Terminals expressing their concerns regarding the intended use not being at an appropriate location.

At the September 6, 2023 City Commission meeting, the City Commission made the following motions:

1. Provide assistance to Volusia County, as the permitting agency with jurisdiction over the proposed fuel farm project, in its review and analysis of the project, including but not limited to an analysis of the issues and the harmful effects that will be created by the project;
2. Evaluate the effects that the proposed fuel farm will have on the implementation of the interlocal agreement between the city and the Volusia County School Board regarding the use of the city's recreational facilities at the airport sports complex by the school board, including the effects on the school board's ability to use the recreational facilities for football, baseball, softball, soccer and other school related activities, including the ability of emergency responders to respond to emergencies during school events;
3. Evaluate the effects that the proposed fuel farm will have on the city's municipal airport operations at the Ormond Beach sports complex, including the ability of emergency responders to respond to emergencies;
4. Evaluate the effects created by the fuel farm on the ability of residents access the Ormond Beach sports complex and the airport via Hull Road and Harmony Road;
5. Retain professional and legal consultants that are deemed necessary to evaluate the issues and negative impacts related to the fuel farm project, including but not limited to consultants related to environmental, traffic, wetland, environmental, fire suppression, emergency responders, airport operations, water, permits, administrative and other issues;
6. Take all reasonable and necessary action to protect the interests of the city in the application review and permitting process by the county;
7. Express to the county a desire to create an interlocal agreement establishing a joint planning and municipal service area pertaining to zoning and land uses for land in the unincorporated county where the common boundary of the city and county meet; and to prepare an interlocal agreement to address those concerns; and
8. City staff to bring back options regarding the I-2 zoning district - no properties to be zoned to the I-2 zoning district.

At the September 20, 2023 City Commission meeting, the City Commission made the following motions:

1. That the Commission had no intention or desire to provide utilities to the Belvedere property at 874 Hull Road; and
2. That the Commission was not interested in annexation of 874 Hull Road.

At the October 4, 2023 City Commission meeting, the City Commission provided direction to delete the Ormond Beach I-2, Heavy Industrial zoning district.

SECTION 3, LAND DEVELOPMENT CODE AMENDMENTS:

Itemized below (and detailed in Attachment 1) are the proposed amendments:

Chapter 1 – General Administration, Article III. – Definitions and Acronyms, Sec. 1-22. – Definition of terms and words:

The proposed amendments seek to delete the following definitions from the Land Development Code:

1. Asphalt Batching and Cement Plants.
2. Bulk oil storage and fuel distribution facility.
3. Industrial uses, heavy (modified title from existing definition of Industry, heavy).
4. Recreational vehicle or boat storage.
5. Recycling collection center.
6. Recycling transfer station.
7. Solid waste transfer station.

Chapter 2 – District and General Regulations, Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts

This amendment modifies Table 2-2 of the Land Development Code that provides a consistency matrix of the Future Land Use Map designation and compatible zoning district. Within the Industrial/Utilities Comprehensive Plan Future Land Use Map designation, the I-2 zoning district is deleted from the matrix.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Sec. 2-07. – Zoning district designations

Within the list of Industrial districts zoning classifications, the I-2 is deleted.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Section 2-33. – I-2, Heavy Industrial zoning district

Section 2-33, I-2, Heavy Industrial zoning district is proposed to be deleted in its entirety.

Chapter 2 – District and General Regulations, Article IV. – Conditional and Special Exception Regulations, Section 2-57. – Criteria for review of specific conditional and special exception.

The proposed amendments seek to delete the following uses from the Land Development Code:

1. Asphalt Batching and Cement Plants
2. Bulk oil storage and fuel distribution facility
3. Industrial uses, heavy
4. Solid waste transfer station

The existing conditions for conditional and special exceptions were re-numbered based on the deletion of uses.

SECTION 4, ANALYSIS:

There are currently no properties within Ormond Beach designated with the Ormond Beach I-2, Heavy Industrial zoning district. The direction provided by the City Commission is that there are concerns with the appropriateness of uses allowed within the Volusia County I-2, Heavy Industrial zoning district that was the basis for the Ormond Beach I-2, Heavy Industrial zoning district. The proposed amendment would delete, in its entirety, the Land Development Code amendments approved by Ordinance 2023-41 (see ATTACHMENT 2).

City staff have discussed Ormond Beach zoning options with Halifax Paving and the concerns with the Ormond Beach I-2 zoning district. There was agreement to process Halifax Paving required zoning designation into Ormond Beach as a Planned Industrial Development. Seeking to provide Halifax Paving with a City I-1, Light Industrial zoning designation would not be similar to the existing Volusia County zoning uses. The following actions would be needed to be implemented to accomplish a Planned Industrial Development zoning designation for Halifax Paving:

1. Comprehensive Plan Land Use Map Amendment to “Industrial/Utilities”. The existing Comprehensive Plan Land Use Map Amendment, Ordinance 2023-40, to “Heavy Industrial” will not be acted upon and would expire.
2. Amend the framework of the Planned Industrial Development regulations to allow planned developments for individual industrial sites.
3. Zoning Map Amendment to Planned Industrial Development for the Halifax Paving site.

Until the above actions are completed, Halifax Paving would maintain its existing Volusia County “Industrial” land use and Volusia County I-2, Heavy Industrial zoning district. It is likely that the existing “Heavy Industrial” land use would be reviewed at the time of the city’s Evaluation and Appraisal Report to be determined if the land use should be deleted.

SECTION 5, CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment according to the LDC, the Planning Board must consider the following criteria when making their recommendation.

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   No specific development is proposed. The intent of the proposed amendment is to delete the I-2 zoning district, including permitted, conditional, and special exception uses, delete definitions, and delete conditions for the conditional and special exception uses. There are no properties with the Ormond Beach I-2, Heavy Industrial zoning designation. The proposed amendment will not adversely affect public health, safety, welfare or quality of life and is proposed based on concerns of the potential heavy industrial uses.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Staff has met with the existing property owner of Halifax Paving, the only property that could be impacted by the deletion of the I-2, Heavy Industrial zoning district to develop an alternative zoning option.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

8. **The proposed development provides for the safety of occupants and visitors**.

   The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 6, RECOMMENDATION:

The proposed Land Development Code amendment is scheduled to be reviewed by the City Commission on December 5, 2023 (1st reading) and December 19, 2023 (2nd reading). It is recommended that the Planning Board **APPROVE** the Land Development Code amendments shown in Attachment 1 to delete the I-2, Heavy Industrial zoning district with the following amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Attachment:

1. Proposed Land Development Code Amendments
2. Ordinance 2023-41, Ormond Beach I-2, Heavy Industrial zoning district

ATTACHMENT 1

Proposed Land Development Code Amendments

Deletion of I-2, Heavy Industrial zoning district

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Chapter 1 – General Administration, Article III. – Definitions and Acronyms, Sec. 1-22. – Definition of terms and words.

ASCE 24 (No change to existing text)

~~*Asphalt Batching and Cement Plants* means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.~~

Assisted living facility (No change to existing text)

****

Building setback line (No change to existing text)

~~*Bulk oil storage and fuel distribution facility* means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.~~

Bulkhead line (No change to existing text)

****

Industrial uses, light, (No change to existing text)

~~*Industrial uses, heavy,* means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code~~

Industrial wastes (No change to existing text)

****

Recreational vehicle (RV) park (No change to existing text)

~~*Recreational vehicle or boat storage* means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.~~

~~*Recycling collection center* means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.~~

~~*Recycling transfer station* means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.~~

Remove or *removal (No change to existing text)*

****

Spray head (No change to existing text)

~~Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.~~

Stadium(No change to existing text)

Chapter 2 – District and General Regulations Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts.

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	*(No change to existing text)*
Recreation Open Space And Conservation	*(No change to existing text)*
REA, Rural Estate/Agriculture	*(No change to existing text)*
RR, Rural Residential	*(No change to existing text)*
SLDR, Suburban Low Density Residential	*(No change to existing text)*
LDR, Low Density Residential	*(No change to existing text)*
MDR, Medium Density Residential	*(No change to existing text)*
HDR, High Density Residential	*(No change to existing text)*
ROR, Residential, Office, Retail	*(No change to existing text)*
General Commercial	*(No change to existing text)*
Tourist Commercial	*(No change to existing text)*
Low Intensity Commercial	*(No change to existing text)*
Heavy Intensity Commercial	*(No change to existing text)*
Industrial/Utilities	I-1, Light Industrial
	~~I-2, Heavy Industrial~~
	PID, Planned Industrial Development

Chapter 2 – District and General Regulations, Article II. – District Regulations, Sec. 2-07. – Zoning District designations.

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

(1) *Zoning affects all premises. (No change to existing text)*

(2) *Interpretation of uses and structures permitted. (No change to existing text)*

(3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*

(4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*

(5) *Reduction of lot area and width prohibited. (No change to existing text)*

(6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

Open Space/Conservation District (No change to existing text)	
Residential districts (No change to existing text)	
Business districts (No change to existing text)	
Industrial districts	
	I-1, Light Industrial
	~~I-2, Heavy Industrial~~
Planned development districts (No change to existing text)	

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

SECTION 2-33: ~~I-2,~~ Reserved ~~Heavy Industrial Zoning District~~

~~The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.~~

~~B. DIMENSIONAL STANDARDS~~

~~1.~~ ~~Type~~	~~2.~~ ~~Density~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~				
								~~a.~~ ~~Front~~	~~b.~~ ~~Rear~~	~~c.~~ ~~Side~~	~~d.~~ ~~Street Side/ Corner~~	~~e.~~ ~~Waterbody~~
~~Nonresidential Uses~~	~~None~~	~~75'~~	~~80%~~	~~80%~~	~~One Acre~~	~~150~~	~~None~~	~~25'~~	~~20'; 50' if abutting residential district~~	~~10'; 30' if abutting residential district~~	~~15'~~	~~30'~~

~~C. PERMITTED USES~~	~~D. CONDITIONAL USES~~	~~E. SPECIAL EXCEPTION USES~~	~~F. OTHER STANDARDS~~
~~1. Business/Professional Offices~~ ~~2. Business Services~~ ~~3. Construction and Home Improvement~~ ~~4. Industrial Uses, Light~~ ~~5. Recycling Collection Center~~ ~~6. Recycling Transfer Station~~ ~~7. Vehicle Repair, Type A~~ ~~8. Warehouse, Business~~ ~~9. Warehouse, Storage~~	~~1. Asphalt Batching and Cement Plants~~ ~~2. Bulk Oil Storage and Distribution Facility~~ ~~3. Dry Cleaning Plant and Systems~~ ~~4. Industrial Uses, Heavy~~ ~~5. Outdoor Storage~~ ~~6. Parks and Recreations Facilities, Public~~ ~~7. Public Facilities~~ ~~8. Public Utilities~~ ~~9. Retail Sales and Service, Showroom~~ ~~10. RV or Boat Storage~~ ~~11. Solid Waste Transfer Station~~ ~~12. Telecommunication Towers, Camouflaged~~ ~~13. Terminal, Truck~~ ~~14. Vehicle Repair, Type B~~ ~~15. Warehouse, Indoor Mini-Rental~~ ~~16. Warehouse, Mini-Rental~~ ~~17. Wind Energy System~~	~~1. Telecommunication Tower~~ ~~2. Outdoor Activity~~	~~All development must comply with the following requirements:~~ ~~1. Wetlands (Chapter 3, article II).~~ ~~2. Landscaping and buffering standards of chapter 3 article I shall apply.~~ ~~3. See conditional and special exception regulations (chapter 2, article IV).~~ ~~4. Any other special requirements pursuant to this Code.~~

~~G. PERMITTED ACCESSORY USES:~~ ~~Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.~~

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

(1) *Adult day care centers. (No change to existing text)*

(2) *Adult family care home. (No change to existing text)*

(3) *Agricultural use, major. (No change to existing text)*

(4) *Agricultural use, minor. (No change to existing text)*

~~(5) *Asphalt Batching and Cement Plants.*~~

~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(~~6~~ 5) *Assisted living facility (ALF). (No change to existing text)*

(~~7~~ 6) *Auction business. (No change to existing text)*

(~~8~~ 7) *Automatic amusement centers/game rooms. (No change to existing text)*

(~~9~~ 8) *Bars. (No change to existing text)*

(~~10~~ 9) *Bed and breakfast. (No change to existing text)*

(~~11~~ 10) *Bingo parlors. (No change to existing text)*

(~~12~~ 11) *Bowling centers. (No change to existing text)*

~~(13) *Bulk oil storage and fuel distribution facility.*~~

~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

~~b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.~~

~~c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.~~

(~~14~~ 12) *Campground. (No change to existing text)*

(~~15~~ 13) *Cemetery. (No change to existing text)*

(~~16~~ 14) *Child care facility. (No change to existing text)*

(~~17~~ 15) *Clubs and fraternal organizations. (No change to existing text)*

(~~18~~ 16) *Cluster subdivisions, single-family. (No change to existing text)*

(~~19~~ 17) *Community residential home. (No change to existing text)*

(~~20~~ 18) *Convenience food store, type A. (No change to existing text)*

(~~21~~ 19) *Convenience food store, type B. (No change to existing text)*

(~~22~~ 20) *Convenience food store, type C. (No change to existing text)*

(~~23~~ 21) *Dry cleaning plants and systems. (No change to existing text)*

(~~24~~ 22) *Dwelling, multifamily. (No change to existing text)*

(~~25~~ 23) *Dwelling, quadraplex. (No change to existing text)*

(24) *Reserved.*

(~~26~~ 25) *Farmer's markets. (No change to existing text)*

(~~27~~ 26) *Flea markets. (No change to existing text)*

(~~28~~ 27) *Foster home. (No change to existing text)*

(~~29~~ 28) *Funeral homes. (No change to existing text)*

(~~30~~ 29) *Garden center/nursery. (No change to existing text)*

(~~31~~ 30) *Golf courses/country clubs. (No change to existing text)*

(~~32~~ 31) *Golf courses, contoured. (No change to existing text)*

(~~33~~ 32) *Greenhouses. (No change to existing text)*

(~~34~~ 33) *Group home. (No change to existing text)*

(~~35~~ 34) *Historic preservation mixed use. (No change to existing text)*

(~~36~~ 35) *Hobby breeder. (No change to existing text)*

(~~37~~ 36) *Hospital. (No change to existing text)*

(~~38~~ 37) *Houses of worship. (No change to existing text)*

(~~39~~ 38) *Hunting dog. (No change to existing text)*

(~~40~~ 39) *Hunting lodge. (No change to existing text)*

(~~41~~ 40) *Industrial uses, light. (No change to existing text)*

(~~42) *Industrial uses, heavy.*~~

~~a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.~~

~~b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.~~

~~c. Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

~~d. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(~~43~~ 41) *Instructional artistic activity. (No change to existing text)*

(~~44~~ 42) *Kennels. (No change to existing text)*

(~~45~~ 43) *Malted beverage producer. (No change to existing text)*

(~~46~~ 44) *Manufactured home community (MAHC). (No change to existing text)*

(~~47~~ 45) *Marinas and multislip docking facilities. (No change to existing text)*

(~~48~~ 46) *Massage parlors. (No change to existing text)*

(~~49~~ 47) *Mausoleums. (No change to existing text)*

(~~50~~ 48) *Mining and excavation. (No change to existing text)*

(~~51~~ 49) *Mobile home community (MOHC). (No change to existing text)*

(~~52~~ 50) *Nightclubs. (No change to existing text)*

(~~53~~ 51) *Nonemergency medical transport services. (No change to existing text)*

(~~54~~ 52) *Nursing homes. (No change to existing text)*

(~~55~~ 53) *Outdoor activity. (No change to existing text)*

(~~56~~ 54) *Outdoor storage. (No change to existing text)*

(~~57~~ 55) *Parking lots. (No change to existing text)*

(~~58~~ 56) *Parking garage. (No change to existing text)*

(~~59~~ 57) *Parks and recreation facilities, private. (No change to existing text)*

(~~60~~ 58) *Parks and recreation facilities, public. (No change to existing text)*

(~~61~~ 59) *Patio home subdivisions, single-family. (No change to existing text)*

(~~62~~ 60) *Personal services. (No change to existing text)*

(~~63~~ 61) *Pawnshop. (No change to existing text)*

(~~64~~ 62) *Petroleum products storage. (No change to existing text)*

(~~65~~ 63) *Pool halls/billiards. (No change to existing text)*

(~~66~~ 64) *Public facilities/utilities. (No change to existing text)*

(~~67~~ 65) *Recreation facilities, indoor. (No change to existing text)*

(~~68~~ 66) *Recreation facilities, outdoor. (No change to existing text)*

(~~69~~ 67) *Recreational vehicles/boat storage. (No change to existing text)*

(~~70~~ 68) *Riding stables, horse. (No change to existing text)*

(~~71~~ 69) *Restaurant types. (No change to existing text)*

(70) *Reserved.*

(~~72~~ 71) *Retail sales and service. (No change to existing text)*

(~~73~~ 72) *Retail sales and service, daily needs. (No change to existing text)*

(~~74~~ 73) *Retail sales and service, showroom. (No change to existing text)*

(~~75~~ 74) *Schools, private. (No change to existing text)*

(~~76~~ 75) *Silviculture. (No change to existing text)*

(~~77~~ 76) *Shopping center. (No change to existing text)*

(~~78~~ 77) *Skating centers. (No change to existing text)*

~~(79) *Solid waste transfer station.*~~

~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

~~b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.~~

~~c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.~~

~~d. Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

(~~80~~ 78) *Tattoo establishment. (No change to existing text)*

(~~81~~ 79) *Taxi barn. (No change to existing text)*

(~~82~~ 80) *Telecommunications towers and antennas. (No change to existing text)*

(~~83~~ 81) *Terminal, bus passenger. (No change to existing text)*

(~~84~~ 82) *Terminals, truck. (No change to existing text)*

(~~85~~ 83) *Theater. (No change to existing text)*

(~~86~~ 84) *Townhouses. (No change to existing text)*

(~~87~~ 85) *Vehicle rental. (No change to existing text)*

(~~88~~ 86) *Vehicle repair, types A and B. (No change to existing text)*

(~~89~~ 87) *Vehicle sales, including heavy. (No change to existing text)*

(~~90~~ 88) *Vehicle washing or detailing. (No change to existing text)*

(~~91~~ 89) *Veterinarian. (No change to existing text)*

(~~92~~ 90) *Virtual golf centers. (No change to existing text)*

(~~93~~ 91) *Warehouse, indoor mini-rental. (No change to existing text)*

(~~94~~ 92) *Warehouses, mini. (No change to existing text)*

(~~95~~ 93) *Water survival instruction. (No change to existing text)*

(~~96~~ 94) *Wind energy systems. (No change to existing text)*

(~~97~~ 95) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(~~98~~ 96) *Zero lot line development. (No change to existing text)*

ATTACHMENT 2

Ordinance 2023-41

I-2, Heavy Industrial zoning district – proposed to be deleted

ORDINANCE NO. 2023-41

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Reserved; and Chapter 2, District and General Regulations, Article IV, Conditional and Special

Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, of the City of Ormond Beach *Land Development Code* to create the I-2, Heavy Industrial zoning district, by providing use definitions, and creating conditions for conditional and special exception uses, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on June 8, 2023 on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

SECTION ONE. Section 1-22, Definitions of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the following definitions in the appropriate alphabetical order:

> *Asphalt Batching and Cement Plants* means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt

drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.

Bulk oil storage and fuel distribution facility means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.

Industrial uses, heavy, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code

~~*Industry, heavy,* means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code.~~

Recreational vehicle or boat storage means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.

Recycling collection center means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.

Recycling transfer station means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.

Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.

SECTION TWO. Section 2-02, Future land use map designations and zoning districts, 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* is hereby amended by adding the I-2, Heavy Industrial Zoning District to Table 2-2, as follows:

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	*(No change to existing text)*
Recreation Open Space And Conservation	*(No change to existing text)*
REA, Rural Estate/Agriculture	*(No change to existing text)*
RR, Rural Residential	*(No change to existing text)*
SLDR, Suburban Low Density Residential	*(No change to existing text)*
LDR, Low Density Residential	*(No change to existing text)*
MDR, Medium Density Residential	*(No change to existing text)*
HDR, High Density Residential	*(No change to existing text)*
ROR, Residential, Office, Retail	*(No change to existing text)*
General Commercial	*(No change to existing text)*
Tourist Commercial	*(No change to existing text)*
Low Intensity Commercial	*(No change to existing text)*
Heavy Intensity Commercial	*(No change to existing text)*
Industrial/Utilities	I-1, Light Industrial
	I-2, ~~Reserved~~ Heavy Industrial
	PID, Planned Industrial Development

SECTION THREE. Section 2-07, Zoning district designations, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

(1) *Zoning affects all premises.* (*No change to existing text)*

(2) *Interpretation of uses and structures permitted.* (*No change to existing text)*

(3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*

(4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*

(5) *Reduction of lot area and width prohibited. (No change to existing text)*

(6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

Open Space/Conservation District (No change to existing text)	
Residential districts (No change to existing text)	
Business districts (No change to existing text)	
Industrial districts	
	I-1, Light Industrial
	I-2, ~~Reserved~~ Heavy Industrial
Planned development districts (No change to existing text)	

SECTION FOUR. Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by establishing a new section to be titled Section 2-33, I-2, Heavy Industrial Zoning District, as follows:

SECTION 2-33: I-2, ~~Reserved~~ Heavy Industrial Zoning District

The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.

B. DIMENSIONAL STANDARDS

1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks a. Front	b. Rear	c. Side	d. Street Side/ Corner	e. Waterbody
Nonresidential Uses	None	75’	80%	80%	One Acre	150	None	25’	20’; 50’ if abutting residential district	10’; 30’ if abutting residential district	15’	30’

C. PERMITTED USES

1. Business/Professional Offices
2. Business Services
3. Construction and Home Improvement
4. Industrial Uses, Light
5. Recycling Collection Center
6. Recycling Transfer Station
7. Vehicle Repair, Type A
8. Warehouse, Business
9. Warehouse, Storage

D. CONDITIONAL USES

1. Asphalt Batching and Cement Plants
2. Bulk Oil Storage and Distribution Facility
3. Dry Cleaning Plant and Systems
4. Industrial Uses, Heavy
5. Outdoor Storage
6. Parks and Recreations Facilities, Public
7. Public Facilities
8. Public Utilities
9. Retail Sales and Service, Showroom
10. RV or Boat Storage
11. Solid Waste Transfer Station
12. Telecommunication Towers, Camouflaged
13. Terminal, Truck
14. Vehicle Repair, Type B
15. Warehouse, Indoor Mini-Rental
16. Warehouse, Mini-Rental
17. Wind Energy System

E. SPECIAL EXCEPTION USES

1. Telecommunication Tower
2. Outdoor Activity

F. OTHER STANDARDS

All development must comply with the following requirements:

1. Wetlands (Chapter 3, article II).
2. Landscaping and buffering standards of chapter 3 article I shall apply.
3. See conditional and special exception regulations (chapter 2, article IV).
4. Any other special requirements pursuant to this Code.

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

SECTION FIVE. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

(1) *Adult day care centers. (No change to existing text)*

(2) *Adult family care home. (No change to existing text)*

(3) *Agricultural use, major. (No change to existing text)*

(4) *Agricultural use, minor. (No change to existing text)*

(5) *Asphalt Batching and Cement Plants.* A landscape buffer design type 3 shall be provided within the required roadway buffer.

(~~5~~6) Assisted living facility (ALF). (No change to existing text)

(~~6~~7) *Auction business. (No change to existing text)*

(~~7~~8) *Automatic amusement centers/game rooms. (No change to existing text)*

(~~8~~9) *Bars. (No change to existing text)*

(~~9~~10) *Bed and breakfast. (No change to existing text)*

(~~10~~11) *Bingo parlors. (No change to existing text)*

(~~11~~12) *Bowling centers. (No change to existing text)*

(13) *Bulk oil storage and fuel distribution facility.*

a. A landscape buffer design type 3 shall be provided within the required roadway buffer.

b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the

landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.

c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.

(~~12~~14) *Campground. (No change to existing text)*

(~~13~~15) *Cemetery. (No change to existing text)*

(~~14~~16) *Child care facility. (No change to existing text)*

(~~15~~17) *Clubs and fraternal organizations. (No change to existing text)*

(~~16~~18) *Cluster subdivisions, single-family. (No change to existing text)*

(~~17~~19) *Community residential home. (No change to existing text)*

(~~18~~20) *Convenience food store, type A. (No change to existing text)*

(~~19~~21) *Convenience food store, type B. (No change to existing text)*

(~~20~~22) *Convenience food store, type C. (No change to existing text)*

(~~21~~23) *Dry cleaning plants and systems. (No change to existing text)*

(~~22~~24) *Dwelling, multifamily. (No change to existing text)*

(~~23~~25) *Dwelling, quadraplex. (No change to existing text)*

~~(24) *Reserved.*~~

(~~25~~26) *Farmer's markets. (No change to existing text)*

(~~26~~27) *Flea markets. (No change to existing text)*

(~~27~~28) *Foster home. (No change to existing text)*

(~~28~~29) *Funeral homes. (No change to existing text)*

(~~29~~30) *Garden center/nursery. (No change to existing text)*

(~~30~~31) *Golf courses/country clubs. (No change to existing text)*

(~~31~~32) *Golf courses, contoured. (No change to existing text)*

(~~32~~33) *Greenhouses. (No change to existing text)*

(~~33~~34) *Group home. (No change to existing text)*

(~~34~~35) *Historic preservation mixed use. (No change to existing text)*

(~~35~~36) *Hobby breeder. (No change to existing text)*

(~~36~~37) *Hospital. (No change to existing text)*

(~~37~~38) *Houses of worship. (No change to existing text)*

(~~38~~39) *Hunting dog. (No change to existing text)*

(~~39~~40) *Hunting lodge. (No change to existing text)*

(~~40~~41) *Industrial uses, light. (No change to existing text)*

(42) *Industrial uses, heavy.*

a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.

b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.

c. Screening and buffering in excess of that required under chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.

d. A landscape buffer design type 3 shall be provided within the required roadway buffer.

(~~41~~43) *Instructional artistic activity. (No change to existing text)*

(~~42~~44) *Kennels. (No change to existing text)*

(~~43~~45) *Malted beverage producer. (No change to existing text)*

(~~44~~46) *Manufactured home community (MAHC). (No change to existing text)*

(~~45~~47) *Marinas and multislip docking facilities. (No change to existing text)*

(~~46~~48) *Massage parlors. (No change to existing text)*

(~~47~~49) *Mausoleums. (No change to existing text)*

(~~48~~50) *Mining and excavation. (No change to existing text)*

(~~49~~51) *Mobile home community (MOHC). (No change to existing text)*

(~~50~~52) *Nightclubs. (No change to existing text)*

(~~51~~53) *Nonemergency medical transport services. (No change to existing text)*

(~~52~~54) *Nursing homes. (No change to existing text)*

(~~53~~55) *Outdoor activity. (No change to existing text)*

(~~54~~56) *Outdoor storage. (No change to existing text)*

(~~55~~57) *Parking lots. (No change to existing text)*

(~~56~~58) *Parking garage. (No change to existing text)*

(~~57~~59) *Parks and recreation facilities, private. (No change to existing text)*

(~~58~~60) *Parks and recreation facilities, public. (No change to existing text)*

(~~59~~61) *Patio home subdivisions, single-family. (No change to existing text)*

(~~60~~62) *Personal services. (No change to existing text)*

(~~61~~63) *Pawnshop. (No change to existing text)*

(~~62~~64) *Petroleum products storage. (No change to existing text)*

(~~63~~65) *Pool halls/billiards. (No change to existing text)*

(~~64~~66) *Public facilities/utilities. (No change to existing text)*

(~~65~~67) *Recreation facilities, indoor. (No change to existing text)*

(~~66~~68) *Recreation facilities, outdoor. (No change to existing text)*

(~~67~~69) *Recreational vehicles/boat storage. (No change to existing text)*

(~~68~~70) *Riding stables, horse. (No change to existing text)*

(~~69~~71) *Restaurant types. (No change to existing text)*

~~(70) *Reserved.*~~

(~~71~~72) *Retail sales and service. (No change to existing text)*

(~~72~~73) *Retail sales and service, daily needs. (No change to existing text)*

(~~73~~74) *Retail sales and service, showroom. (No change to existing text)*

(~~74~~75) *Schools, private. (No change to existing text)*

(~~75~~76) *Silviculture. (No change to existing text)*

(~~76~~77) *Shopping center. (No change to existing text)*

(~~77~~78) *Skating centers. (No change to existing text)*

(79) *Solid waste transfer station.*

a. A landscape buffer design type 3 shall be provided within the required roadway buffer.

b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.

c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.

d. Screening and buffering in excess of that required under Chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.

(~~78~~80) *Tattoo establishment. (No change to existing text)*

(~~79~~81) *Taxi barn. (No change to existing text)*

(~~80~~82) *Telecommunications towers and antennas. (No change to existing text)*

(~~81~~83) *Terminal, bus passenger. (No change to existing text)*

(~~82~~84) *Terminals, truck. (No change to existing text)*

(~~83~~85) *Theater. (No change to existing text)*

(~~84~~86) *Townhouses. (No change to existing text)*

(~~85~~87) *Vehicle rental. (No change to existing text)*

(~~86~~88) *Vehicle repair, types A and B. (No change to existing text)*

(~~87~~89) *Vehicle sales, including heavy. (No change to existing text)*

(~~88~~90) *Vehicle washing or detailing. (No change to existing text)*

(~~89~~91) *Veterinarian. (No change to existing text)*

(~~90~~92) *Virtual golf centers. (No change to existing text)*

(~~91~~93) *Warehouse, indoor mini-rental. (No change to existing text)*

(~~92~~94) *Warehouses, mini. (No change to existing text)*

(~~93~~95) *Water survival instruction. (No change to existing text)*

(~~94~~96) *Wind energy systems. (No change to existing text)*

(~~95~~97) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(~~96~~98) *Zero lot line development. (No change to existing text)*

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

SECTION SEVEN. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

DRAFT

Planning Board minutes from November 9, 2023

ITEM

LDC 2024-001

Deletion of the Ormond Beach I-2, Heavy Industrial zoning district

V. APPROVAL OF MINUTES

September 14, 2023

Mr. Jorczak moved to approve the September 14, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

September 26, 2023

Mr. Jorczak moved to approve the September 26, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

Chairman Thomas asked Mr. Spraker if he had anything to cover in the Planning Director's Report and opened the public hearing.

VI. PLANNING DIRECTOR'S REPORT – No Report

VII. PUBLIC HEARINGS

A. LDC 2024-001, Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district

Mr. Steven Spraker, Planning Director, explained the administrative request to amend the Land Development Code (LDC) for the deletion of the I-2, Heavy Industrial zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. Mr. Spraker reviewed the five components of the original amendment to be deleted:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;

2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;

3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;

4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and

5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and section exception.

Mr. Spraker explained that the proposed administrative LDC amendment is based on a City Commission directive based upon a belief that heavy industrial uses are not appropriate in the Hull Road area. He continued that there are no properties that are affected as there are no current properties within the Ormond Beach I-2 Heavy Industrial zoning district. There are properties within unincorporated Volusia County with the I-2 zoning district. The amendment only pertains to Ormond Beach and does

not have any impact to the Volusia County zoning. Mr. Spraker stated that there is one property, Halifax Paving, that was annexed into the City that is located in the Volusia County I-2 Heavy Industrial zoning district, and they will maintain their Volusia County I-2 Heavy Industrial zoning district until the City of Ormond Beach assigns them a zoning district. Mr. Spraker added that staff met with representatives from Halifax Paving and have coordinated a direction to go to a Planned Industrial Development (PID), which will go before the Planning Board and City Commission and is a zoning district where they can add the uses that they have historically done and are doing now but will not incorporate all of the potential I-2 zoning district. Mr. Spraker concluded that staff is recommending approval of the amendment. The City Commission dates are December 05, 2023 and December 19, 2023.

Chairman Thomas opened it up to the Board for questions.

Board Discussion and Questions

Mr. du Moulin inquired about a wind/energy farm. Mr. Spraker replied that it was part of the I-2 zoning district and that wind farms are allowed in every zoning district. The entire zoning district and all of the uses, even a warehouse use, is being deleted from the I-2 zoning district.

Audience Comments/Input

Celeste, a Bear Creek Village resident, stated that she is opposing the Belvedere Fuel Farm and hopes that this proposal will help the community to fight them. She concluded that she appreciates all that the Planning Board can do.

Ms. Patricia Franzem, Bear Creek Village Resident, commented that her and husband live a quarter of a mile away from 874 Hull Road and how by changing the zoning at 874 Hull Road, it will help thousands of people. Homeowners and businesses would feel financially secure and children, parents, and grandparents, will not be subject to breathing in toxic fumes 24 hours a day. Ms. Franzem added that emergency vehicles would continue to have easy access to the Ormond Sports Complex and Bear Creek. She concluded that it will help everyone to feel safe and asked for the Board to continue to do whatever they can to prevent the fuel farm from happening on Hull Road.

Ms. Robin Flannery, 46 Grizzly Bear Path, Bear Creek Village, stated that if the proposal is denied that she thinks that Bear Creek Village will be able to sue under Florida FAC Rule 62, 212400, for the Prevention of significant deterioration of air quality. Ms. Flannery commented that the pollution, not including air pollution, would increase by approximately a third. She concluded thanking the Board for the deletion of the I-2 zoning district.

Chairman Thomas opened it up to the Board for additional questions and entertained a motion.

Mr. Jorczak moved to approve LDC 2024-001, Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (6-0).

DRAFT

Mr. Jorczak commended the City Commission for their efforts in fixing the issue.

Mr. Scudiero remarked that he would like clarification given so that no one is misled.

Mr. Spraker elaborated that this is an LDC amendment and does not change the zoning of any piece of property as there are no pieces of property with the Ormond Beach I-2 zoning district. The property at 874 Hull Road is in unincorporated Volusia County and has a Volusia County zoning. Mr. Spraker explained that this action prevents heavy industrial uses from coming into the city whether from the County or otherwise. They would only come to the city if they were already built in the County and annexed into the City of Ormond Beach. He further emphasized the fact that the heavy industrial uses are not appropriate in that area based on the directive from the City Commission and does not change any individual zoning of any property.

VIII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

IX. OTHER BUSINESS

Mr. Jorczak commented that it would be nice if there was a way for the city to look at better cell phone service for the Industrial Park. He explained that the issue has been going on for a long time. There were efforts early on to put in a tower in the proximity to the area that would assist in the matter, but has not transpired. Mr. Jorczak referenced micro-antennas and how they have been used in other places in the city and may be employable at the Industrial Park on the light posts. He encourages staff to research the matter. Mr. Jorczak stated that the Board discussed the topic approximately eight years ago and how there are segments of the city that still have issues with cell phone capability.

Mr. Jorczak added that he attended the utility department presentation that was held with the Citizens for Ormond Beach group, and is fascinated by the depth of understanding of what the city has gone through to try and alleviate the flood issues in certain parts of the city. He stated that the city has made remarkable progress in addressing the issue and spoke on the time, effort and money that has been, and is being spent, from a big section of the capital budget to alleviate and move the water.

Ms. Shull stated that she went to a Hunter's Ridge Homeowners' Association (HOA) meeting last month and the Flagler County Planning Director delivered a presentation on all of the development that is going in out on Airport Road from the roundabout to State Road 40. She added that the property is going to be built out with a city center, storage facility and pockets of neighborhoods, and commented on the traffic from it that will affect the City of Ormond Beach. Ms. Shull asked Mr. Spraker if Flagler County reached out to the City of Ormond Beach to discuss plans and asked if the city is prepared. Mr. Spraker replied that the area is known as the Flagler County Hunter's Ridge Development of Regional Impact (DRI) and has been ongoing since 1991. He added that there will be approximately 2,400 homes and 600,000 square feet of non-residential uses, with traffic studies that have been performed for it. They have done traffic mitigation and pay Volusia County traffic impact fees and have gone through the review process. Mr. Spraker continued that the City is the utility

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2023-XX

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINTIONS AND ACRONYMS, SECTION 1-22, DEFINTIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGANTIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICILE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; DELETING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICILE II, DISTRICT REGULATIONS, SETION 2-33, I-2, HEAVY INDUSTRIAL; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY DELETING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, DELETING CERTAIN DEFINTIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There are no charges or fees proposed.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There is one property that could have been zoned Ormond Beach I-2, Heavy Industrial and city staff have met with them and developed a zoning designation for their property.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

   No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-57
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Annexation, Benton Street Parcels (SECOND READING)		
Summary:	This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 2.66 acres along Benton Street (Volusia Co. parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022). As part of the annexation, two unnamed rights-of-way totaling approximately 0.28 acres are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing City land use of “Medium Density Residential” and “Low Intensity Commercial” and a City zoning designation of R-4, Single-Family Cluster & Townhome and B-7, Tourist Commercial. The subject property is within the North U.S. Highway 1 ISBA. The property owner has presented a concept plan to the Site Plan Review Committee (SPRC) for a hotel development. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to: • Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments; • Reduce intergovernmental conflicts and litigation between local governments; • Promotes sensible boundaries that reduce the costs of local governments, • Avoid duplicating local services, • Increase political transparency and accountability; and • Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services. The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27. Volusia County Council adopted the ISBA on August 21, 2014 by Volusia Co. Ordinance No. 2014-12.		

	Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to 8 units per acre and a maximum floor area ration of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the City zoning designations for properties within the ISBA and was approved on April 7, 2015. The proposed land area is contiguous to the City on the southern and western property boundaries. In addition, the property is within the ISBA which allows annexation whether or not the property was contiguous to City boundaries. There is an existing force main and water line along Plantation Oaks Boulevard to serve the property.
Financial Impact:	The property is within the ISBA area and there are no financial impacts associated.
Citizen Impact:	There is no citizen impact anticipated with this annexation because the property is already within the ISBA with City land use and zoning. Future development would undergo a site plan process with review by the SPRC.
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the annexation of 2.66 acres along Benton Street (Volusia Co. parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022) and two unnamed rights-of-way totaling approximately 0.28 acres based on the following: 1. Property is within the ISBA area; 2. Property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area; 3. There is adequate city infrastructure to serve the subject property; 4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. Property is contiguous to the City limits along the south and west property boundaries.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-57 Annexation, Benton Street Parcels (P23-0222G) 2. Exhibit A, Sketch and Legal 3. Exhibit B, Annexation Application- Owner 4. Benton Street Parcels maps 5. Ordinance Business Impact Estimate 10-01-23 OB Form - Benton Street Parcels Annexation

Approval:	Kelly McGuire, Finance Director	12/6/2023
	Claire Whitley, Assistant City Manager	12/6/2023
	Joyce Shanahan, City Manager	12/13/2023

ORDINANCE NO. 2023-57

AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC, a Florida Limited Liability Company ("Property Owners") are the owners of three parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, there are two unnamed alley right-of-ways that require annexation that are located in unincorporated Volusia County, Florida, described and depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "Right-of-Ways"); and

WHEREAS, the Property to be annexed consists of approximately 2.66 acres (Parcel ID Nos: 3136-01-34-0140, 3136-01-34-0220, and 3136-01-01-0022) and is located along Benton Street, Ormond Beach, Florida; and

WHEREAS, the Right-of-Ways to be annexed consist of approximately 0.28 acres; and

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

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); 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); 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); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit "B"; and

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

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

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

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Property and Right-of-Ways; now therefore,

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

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

(a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owners of the Property to be annexed at the time the petition was submitted to the City;

(b) RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC, a Florida Limited Liability Company, are the owners of the Property listed in Exhibit “A” attached hereto;

(c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

(d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the Property;

(e) The annexation contains Right-of-Ways that are required to be annexed as a part of the annexation of the Property;

(f) The annexation of the Property and Right-of-Ways complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City’s Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City’s *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and

(g) The Property and Right-of-Ways are reasonably compact and do not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property and Right-of-Ways described and depicted in Exhibit "A” are hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property and Right-of-Ways.

SECTION THREE. Upon the effective date of the annexation of the Property and Right-of-Ways, and except as may be otherwise provided by law, the Property and Right-of-Ways

shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property and Right-of-Ways.

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

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

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

PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th day of December, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 6

BENTON STREET
ORMOND BEACH, FLORIDA

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8158, PAGE 879, V.C.R.

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15 FOOT ALLEY; RUN THENCE S40 DEGREES 45'18"E ALONG SAID ALLEY FOR A DISTANCE OF 356.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 663.96 FEET, A CENTRAL ANGLE OF 13 DEGREES 16'24", A CHORD BEARING S28 DEGREES 25'17"W, FOR AN ARC DISTANCE OF 153.80 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 80 FOOT RIGHT-OF-WAY; THENCE N49 DEGREES 46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 387.51 FEET TO THE SOUTHEASTERLY LINE OF BENTON STREET AFORESAID; THENCE N40°40'16"E ALONG SAID SOUTHEASTERLY LINE OF BENTON STREET AFORESAID FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LANDLYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 57,701 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8285, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8285, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 54 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 150.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 03 MINUTES 18 SECONDS EAST ALONG THE SAID WESTERLY LINE OF ALLEY, A DISTANCE OF 250.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID BLOCK 34 LYING AT THE INTERSECTION OF SAID WESTERLY 15.00 FOOT ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UNNAMED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 260.02 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENTON STREET; THENCE NORTH 40 DEGREES 09 MINUTES 48 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF BENTON STREET, A DISTANCE OF 62.45 FEET; THENCE NORTH 02 DEGREE 07 MINUTES 45 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENTON STREET, A DISTANCE OF 71.56 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8285, PAGE 874, V.C.R., PARCEL 3

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY; RUN THENCE NORTH 87 DEGREES 58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 03'08" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE SOUTH 87 DEGREES 58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02 DEGREES 05'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 22,513 FEET OR 0.517 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

PORTION OF BLOCK 34, NATIONAL GARDENS REVISED, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER LOT 21, BLOCK 34, NATIONAL GARDENS REVISED, MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY FOR BENTON STREET, A 60 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 40 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 TO THE SOUTHWEST CORNER OF LOT 23, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 23, SOUTH 49 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 260.04 TO THE SOUTHWEST CORNER OF SAID LOT 22, BLOCK 34; THENCE NORTH 02 DEGREES 09 MINUTES 22 SECONDS WEST, A DISTANCE OF 44.07 FEET TO THE NORTHEASTERLY CORNER OF LOT 24, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID CORNER OF LOT 24, BLOCK 34 AND OVER AND ACROSS A UNOPEN 15.00 ALLEY, AS SHOWN ON SAID NATIONAL GARDENS REVISED NORTH 87 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 15.19 FEET (DEED 15.00) TO THE NORTHWESTERLY CORNER OF LOT 8, BLOCK 34; THENCE SOUTH 02 DEGREES 05 MINUTES 55 SECONDS EAST, A DISTANCE OF 69.14 FEET TO THE SOUTHWESTERLY CORNER OF LOT 13, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 34 ALSO BEING A POINT ON THE UNOPEN 15.00 FOOT ALLEY WAY; THENCE ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 34 THENCE SOUTH 49 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 80.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PLANTATION OAKS BOULEVARD, A 100 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT ALSO BEING A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A DELTA OF 01 DEGREE 11 MINUTES 38 SECONDS, A RADIUS OF 715.23 FEET, THENCE ALONG SAID CURVE OF RIGHT-OF-WAY, A DISTANCE OF 15.74 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY LOT LINE OF LOT 14 NORTH 49 DEGREES 51 MINUTES 05 SECONDS WEST, A DISTANCE OF 385.05 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 34 OF SAID NATIONAL GARDENS REVISED AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12,192 SQUARE FEET OR 0.279 ACRES MORE OR LESS.

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 1 (ONE) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 9 P.B. 10/250	Y	PLOTS AS SHOWN
No. 10 489-29 7/45/11	Y	PLOTS AS SHOWN
No. 11 O.R.B. 5411/3097	Y	PLOTS AS SHOWN
No. 12 O.R.B. 5411/3357	Y	PLOTS AS SHOWN
No. 13 O.R.B. 7476/47	Y	PLOTS AS SHOWN
No. 14 O.R.B. 7852/1759	Y	PLOTS AS SHOWN EXHIBIT "A"
No. 15 2018-196 7852/1741	N	NOTHING TO PLOT

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 2 (TWO) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 17 P.B. 10/250	Y	PLOTS AS SHOWN
No. 18 2018-196 7852/1741	N	NOTHING TO PLOT
No. 19 O.R.B. 7852/1759	Y	PLOTS AS SHOWN EXHIBIT "A"

SUMMARY TABLE FOR:
SCHEDULE B, SECTION 2 EXCEPTIONS
TITLE COMMITMENT NO. 7222-6398238
PARCEL 3 (THREE) ONLY

EXCEPTION NUMBER AND RECORDING INFORMATION	AFFECTS SUBJECT PROPERTY	AFFECTED AREA
No. 21 O.R.B. 8217/1844	Y	NOTING TO PLOT
O.R.B. 8393/978	Y	NOTHING TO PLOT
O.R.B. 8923/95	Y	NOTHING TO PLOT
No. 22 P.B. 10/250	Y	PLOTS AS SHOWN
No. 23 O.R. 315/525	N	NOTHING TO PLOT
No. 24 O.R.B. 7476/47	N	DOES NOT PLOT
No. 25 O.R.B. 7488/1948	N	DOES NOT PLOT
No. 26 O.R.B. 8393/885	N	DOES NOT PLOT

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 40° 12' 04" E) ALONG THE EAST LINE OF LOT 21, BLOCK 34, FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION PROVIDED BY CLIENT PER FIRST AMERICAN TITLE COMMITMENT NUMBER: 7222-6398238, DATED: MARCH 24, 2023.

3. SURVEYORS DESCRIPTION IS BASED ON MEASURED BEARING AND DISTANCES.

4. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.

5. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

6. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FLR.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY ORMOND BEACH, FLORIDA, NUMBER 125136, PANEL NUMBER 12127 C 0184 K DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "AH" (EL30) AND FLOOD ZONE "X".

7. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988, BENCHMARK IS A NATIONAL GEODETIC SURVEY (NGS) DESIGNATION: X 266, PID: AQ1050, ELEVATION = 29.48 FEET.

8. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) OFFICIAL RECORDS BOOK 8158, PAGE 879, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
B.) OFFICIAL RECORDS BOOK 8285, PAGE 2710, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
C.) OFFICIAL RECORDS BOOK 8293, PAGE 874, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
D.) OFFICIAL RECORDS BOOK 7803, PAGE 3606, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
E.) REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA, COUNTY, FLORIDA.
F.) REVISED PLAT OF PLANTATION OAKS OF ORMOND BEACH - UNIT 1, AS RECORDED IN MAP BOOK 59, PAGES 138 - 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
G.) BOUNDARY SURVEY PREFORMED BY SLIGER ASSOCIATES, INC., DATED : FEBRUARY 7, 2022, JOB No.: 21-1780.
H.) BOUNDARY SURVEY PREFORMED BY SLIGER ASSOCIATES, INC., DATED : MAY 19, 2022, JOB No.: 22-0676.

9. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT TE DEMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO AIA SURVEYING AT THE TIME OF SURVEY. AIA SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.

10. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.

11. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S), AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

12. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILT DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.

13. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT, AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.

14. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.

15. OFFICIAL RECORDS BOOK 724, PAGE 511, SECTION 1, A(1) PAGE 522 DESCRIBES THE VACATION OF THE WESTERLY PORTION OF ATLANTIC ROAD FROM BENTON STREET TO BROADWAY, HOWEVER THE DEED ON FILE DOES NOT REFLECT THAT. AT THIS SAME PAGE IT ALSO DESCRIBES THE EASTERLY 10 FEET OF BENTON STREET FROM NORTHERLY LINE OF U.S. HIGHWAY No.1 NORTHERLY TO THE WESTERLY SIDE OF 15 FOOT ALLEY BETWEEN LOTS 21 AND 22, BLOCK 34.

16. ABBREVIATIONS: Δ = CENTERLINE; A = ARC LENGTH; (C) = CALCULATED; C.A. = COMMON AREA; CM = CONCRETE MONUMENT; C.N.F. = CORNER NOT FOUND; D = DELTA; (D) = DEED; D.E. = DRAINAGE EASEMENT; EL = ELEVATION; EP = EDGE OF PAVEMENT; FD = FOUND; FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION; ID = IDENTIFICATION; INV = INVERT; IP = IRON PIPE; IRC = IRON ROD AND CAP; LB = LICENSED BUSINESS; LS = LICENSED SURVEYOR; (M) = MEASURED; M.B. = MAP BOOK; No. = NUMBER; O.R.B. = OFFICIAL RECORDS BOOK; (P) = PLAT; P.B. = PLAT BOOK; PG = PAGE; P.O.B. = POINT OF BEGINNING; PRM = PERMANENT REFERENCE MONUMENT; PSM = PROFESSIONAL SURVEYOR AND MAPPER; R = RADIUS; R/W = RIGHT-OF-WAY; TRANS = TRANSFORMER; T.O.W. = TOP OF WATER; U.E. = UTILITY EASEMENT; V.C.R. = VOLUSIA COUNTY RECORDS

SHEET 1 OF 2

CERTIFIED TO:
-

TYPE OF SURVEY:
Boundary, Tree and Topographic

REVISIONS:
Revised per City Comments....08/07/23 BR
Revised per City Comments....08/16/23 BR
Added Title Commitment.....08/16/23 BR

SITE ADDRESS:
Benton Street
Ormond Beach, Florida

PROJECT:
23-48

Field Work by: TE Date: 05/30/23 Office Work by: BR Date: 06/05/23
Field Book: 26 Page: 76 Scale: 1" = 40'

Professional Surveyor
A1A SURVEYING, INC.
Residential Commercial Construction
Phone: 386.679.2363
711 Pineland Trail, Ormond Beach, Florida 32174 LB 8205

THE FOREGOING BOUNDARY, TREE AND TOPOGRAPHIC IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 472.027, FLORIDA STATUTES.

06/05/2023
PSM #6378
David McMillen

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ENLARGED LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8158, PAGE 879, V.C.R.

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15 FOOT ALLEY, RUN THENCE S49 DEGREES 45'19"E ALONG SAID ALLEY FOR A DISTANCE OF 356.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 663.96 FEET, A CENTRAL ANGLE OF 13 DEGREES 16'24", A CHORD BEARING S28 DEGREES 25'17"W, FOR AN ARC DISTANCE OF 153.81 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 60 FOOT RIGHT-OF-WAY; THENCE N49 DEGREES 46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 387.51 FEET TO THE SOUTHEASTERLY LINE OF BENTON STREET AFORESAID; THENCE N40°18'16"E ALONG SAID SOUTHEASTERLY LINE OF BENTON STREET AFORESAID FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LANDLYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 57,701 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA THENCE NORTH 87 DEGREES 54 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 150.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UN-NAMED ALLEY; THENCE SOUTH 02 DEGREES 03 MINUTES 18 SECONDS EAST ALONG THE SAID WESTERLY LINE OF ALLEY, A DISTANCE OF 292.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID BLOCK 34 LYING AT THE INTERSECTION OF SAID WESTERLY 15.00 FOOT ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UN-NAMED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 260.02 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENTON STREET; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF BENTON STREET, A DISTANCE OF 62.45 FEET; THENCE NORTH 02 DEGREE 07 MINUTES 45 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENTON STREET, A DISTANCE OF 71.56 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

ENLARGED LEGAL DESCRIPTIONS

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8293, PAGE 874, V.C.R., PARCEL 3

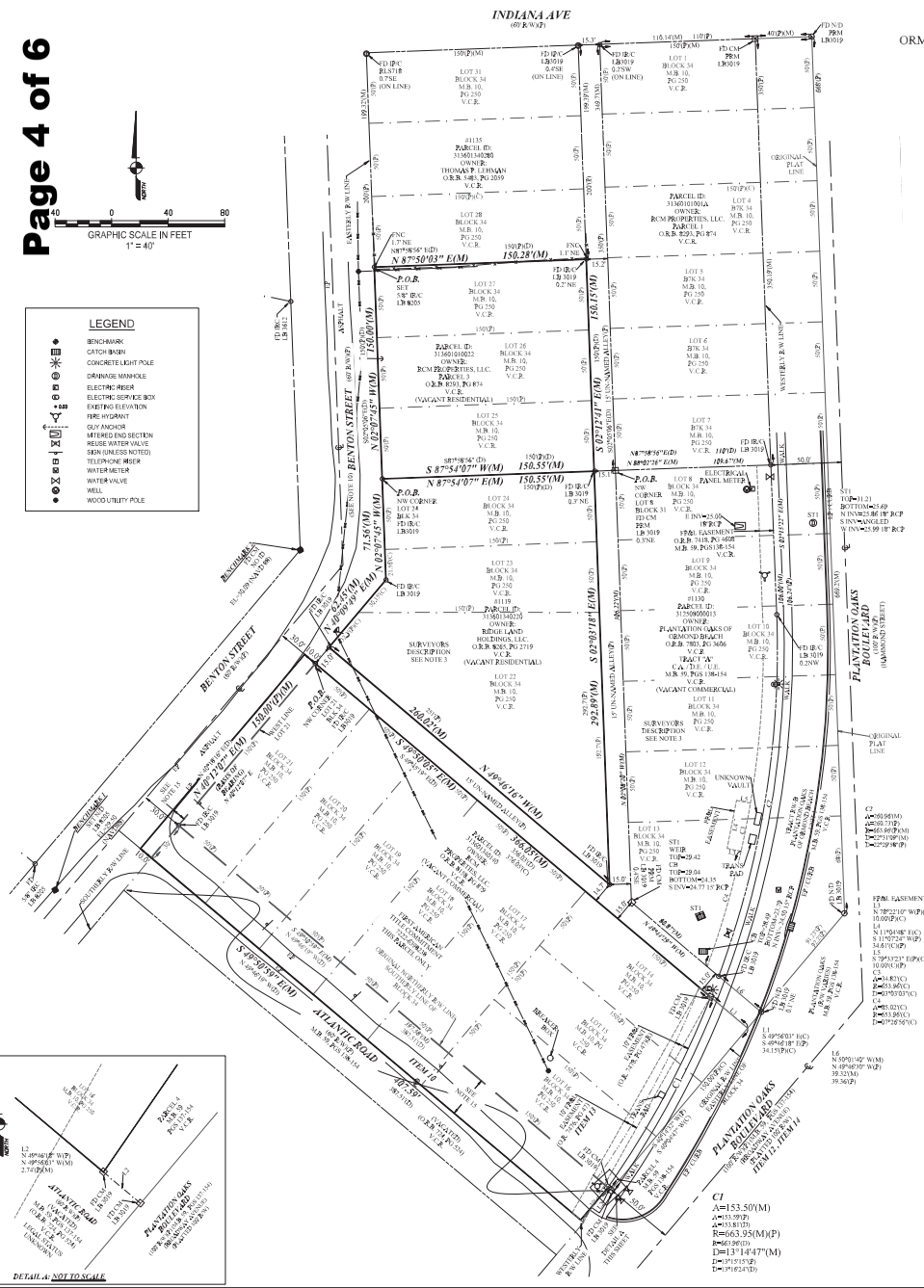
LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

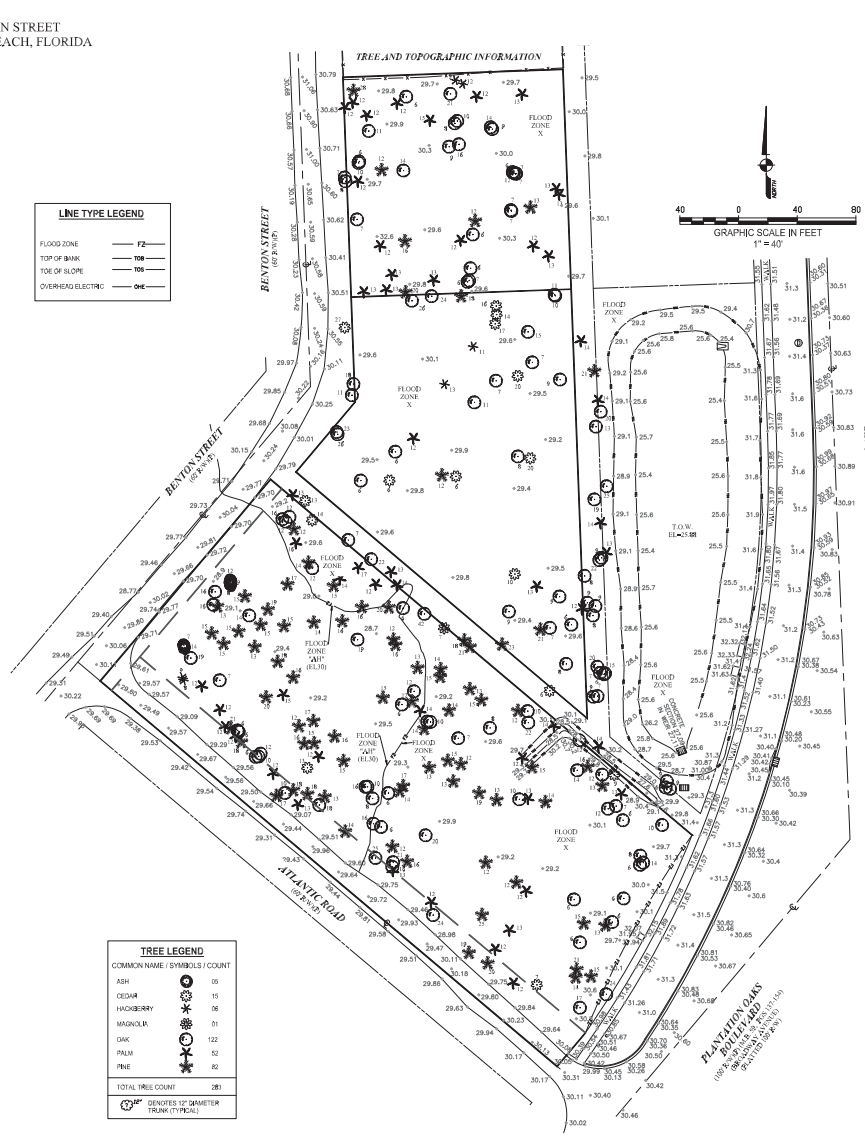
BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY, RUN THENCE NORTH 87 DEGREES 58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 05'06" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; THENCE SOUTH 87 DEGREES 58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02 DEGREES 05'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 22,513 FEET OR 0.517 ACRES MORE OR LESS.

EXHIBIT "A"
Page 4 of 6

BENTON STREET
ORMOND BEACH, FLORIDA





SHEET 2 OF 2

CERTIFIED TO:
-

TYPE OF SURVEY:
Boundary, Tree and Topographic

REVISIONS:
Revised per City Comments....08/07/23 BR
Revised per City Comments....08/16/23 BR
Added Title Commitment.....08/16/23 BR

Field Work by: TE Date: 05/30/23 Office Work by: BR Date: 06/05/23
Field Book: 26 Page: 76 Scale: 1" = 40'

SITE ADDRESS: Benton Street Ormond Beach, Florida
PROJECT: 23-48

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.679.2363
711 Pineland Trail, Ormond Beach, Florida 32174 LB 8205

SURVEY IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 1 OF 1
FOR SURVEYOR'S SIGNATURE

LEGAL DESCRIPTION:

PORTION OF BLOCK 34, NATIONAL GARDENS REVISED, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER LOT 21, BLOCK 34, NATIONAL GARDENS REVISED, MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY FOR BENTON STREET, A 60 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 40 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 22, SOUTH 49 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 260.04 TO THE SOUTHWEST CORNER OF SAID LOT 22, BLOCK 34; THENCE NORTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, A DISTANCE OF 442.89 FEET TO THE NORTHEASTERLY CORNER OF LOT 24, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID CORNER OF LOT 24, BLOCK 34 AND OVER AND ACROSS A UN-OPEN 15.00 ALLEY AS SHOWN ON SAID NATIONAL GARDENS REVISED NORTH 87 DEGREES 53 MINUTES 23 SECONDS EAST, A DISTANCE OF 15.19 FEET (DEED 15.00) TO THE NORTHWESTERLY CORNER OF LOT 8, BLOCK 34; THENCE SOUTH 02 DEGREES 06 MINUTES 53 SECONDS EAST, A DISTANCE OF 456.14 FEET TO THE SOUTHWESTERLY CORNER OF LOT 13, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 34 ALSO BEING A POINT ON THE UN-OPEN 15.00 FOOT ALLEY WAY; THENCE ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 34 THENCE SOUTH 49 DEGREES 44 MINUTES 29 SECONDS EAST, A DISTANCE OF 80.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PLANTATION OAKS BOULEVARD, A 100 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT ALSO BEING A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A DELTA OF 01 DEGREE 15 MINUTES 38 SECONDS, A RADIUS OF 715.23 FEET; THENCE ALONG SAID CURVE OF RIGHT-OF-WAY , A DISTANCE OF 15.74 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY LOT LINE OF LOT 14 NORTH 49 DEGREES 50 MINUTES 05 SECONDS WEST, A DISTANCE OF 366.05 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 34 OF SAID NATIONAL GARDENS REVISED AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12,192 SQUARE FEET OR 0.279 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 40°11'21" E) ALONG THE EASTERLY LINE OF BENTON STREET. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

LEGEND:

FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
NO.	NUMBER
OWB	OFFICE WORK BY
M.B.	MAP BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
V.C.R.	VOLUSIA COUNTY RECORDS
℄	CENTERLINE

SHEET 1 OF 2

THE FOREGOING SKETCH IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-1, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

07/03/2023
LS # 6378 David McMillen

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

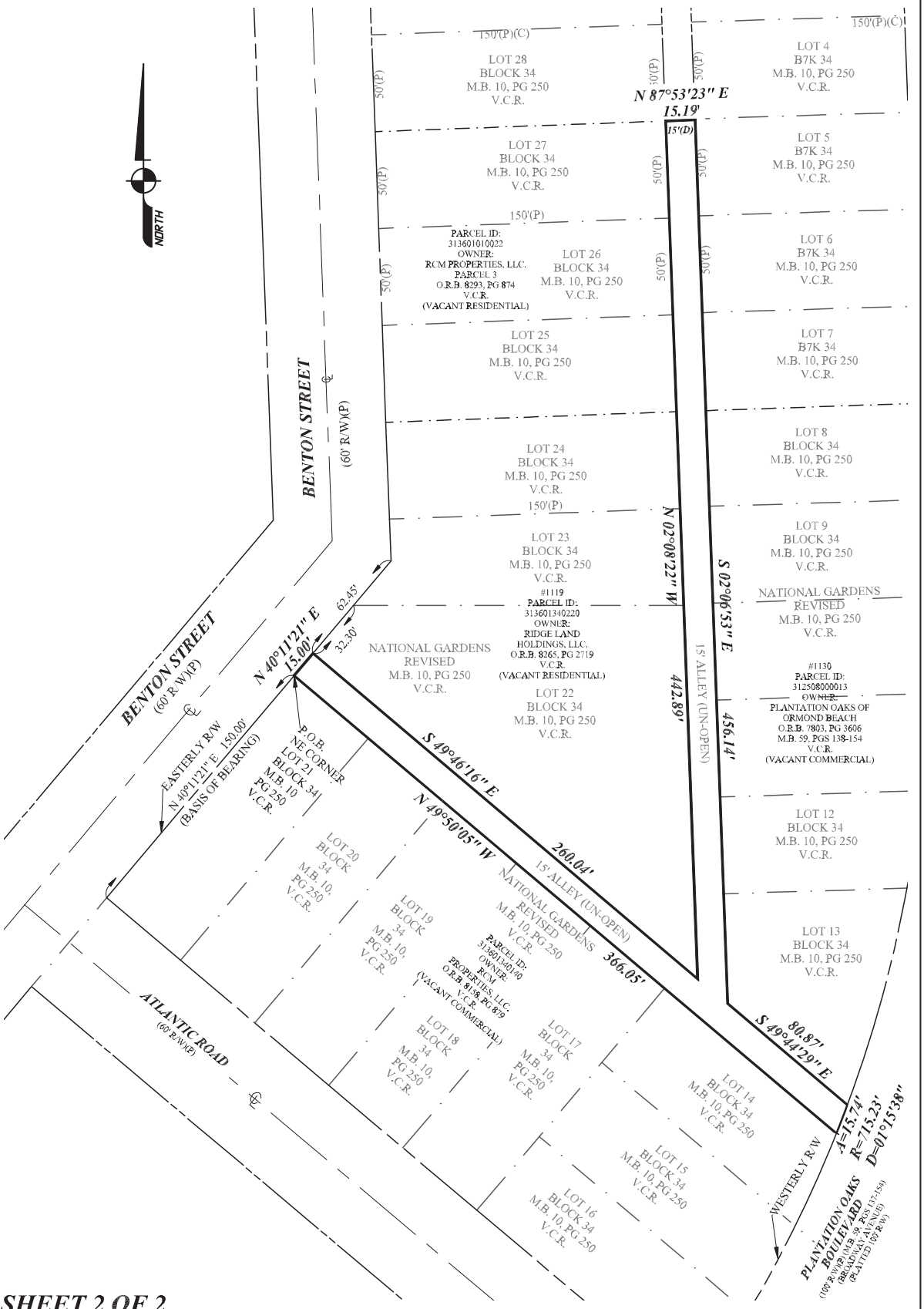
OWB: BR
DATE: 07/03/2023
MAP SUBJECT: BENTON STREET
SCALE: 1" = 60'

TYPE OF SURVEY: SKETCH AND DESCRIPTION

Professional Surveyor
A1A SURVEYING, INC.
Residential Commercial Construction
Phone: 386.673.2636
711 Pineland Trail, Ormond Beach, Florida 32174
LB 8205

15.00' ALLEY VACATION

60 0 60 120
GRAPHIC SCALE IN FEET
1" =60'



SHEET 2 OF 2

SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 1 OF 1
FOR SURVEYOR'S SIGNATURE

OWB:	BR
DATE:	07/03/2023
MAP SUBJECT:	BENTON STREET
SCALE:	1" = 60'

TYPE OF SURVEY: SKETCH AND DESCRIPTION

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.673.2636
711 Pineland Trail, Ormond Beach, Florida 32174
LB 8205

CITY OF ORMOND BEACH
Planning Department
22 South Beach Street, Ormond Beach, FL 32174
Tel: (386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

v3.2013

PETITION/CONSENT FOR ANNEXATION

For Planning Department Use

Application Number _____ *Date Submitted* _____

APPLICANT INFORMATION

This application is being submitted by: ☐ Property Owner ☑ Agent on behalf of Property Owner*

Name	GERMANA ENGINEERING AND ASSOCIATES, LLC		
Full Address	1120 W. MINNEOLA AVENUE, CLERMONT FL 34711		
Telephone	352-242-9329	Email	CGERMANA@GERMANAENGINEERING.COM

* If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION**

Name	RIDGE LAND HOLDINGS, LLC and RCM PROPERTIES, LLC		
Full Address	123 MAGNOLIA AVENUE, DAYTONA BEACH FL 32114		
Telephone	386-253-0826	Email	rickm@ridge-development.com

** If the property owner does not reside on the property for which the application refers, please provide the following details.

PROPERTY DETAILS***

Full Address	123 MAGNOLIA AVENUE, DAYTONA BEACH FL 32114
Parcel ID Number	313601340220 ; 313601010022 ; 313601340140
Subdivision	REVISED PLAT OF NATIONAL GARDENS
Legal Description	REFER TO THE SURVEY
Total Acreage	2.66 ACRES
Present Use of Property	VACANT RESIDENTIAL AND VACANT COMMERCIAL
Number of Residents On Site (if applicable)	N/A

PROPERTY DETAILS (continued)

Existing Structures Located On Site	N/A
County Future Land Use Designation	COMMERCIAL; UMI
Assessed Property Value	$23,250 ; $16,528 ; $109,319
Taxable Value	$23,250 ; $16,528 ; $110,424

***Proof of property ownership must be included with this Petition/Consent for Annexation.

REQUEST

Reason for Request	CURRENT PARCELS ARE WITHIN UNINCORPORATED VOLUSIA COUNTY. ANNEXATION REQUIRED FOR CITY OF ORMOND BEACH CENTRAL UTILITY CONNECTIONS.

CERTIFICATION

I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize the City of Ormond Beach Staff to visit my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all of the required information is not provided, my application will be continued to the next regularly scheduled meeting.

Signature: RCMj

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 30th day of June, 2023, by Richard C Maugeri, as Manager (title*) for RCM Properties LLC (name of corporation*), who (_) provided _____ as identification, or (X) who is personally known to me.

Notary Public State of Florida
Melissa A Tardella
My Commission HH 002424
Expires 05/23/2024

Melissa A. Tardella
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☒
Name:	Ridge Land Holdings LLC		
Address:	123 Magnolia Avenue		
City, State, Zip code:	Daytona Beach Fl 32114		
Telephone:	(386) 456-6403		
E-mail:	Rickm@ridge-development.com		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

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: RCMG

STATE OF FLORIDA

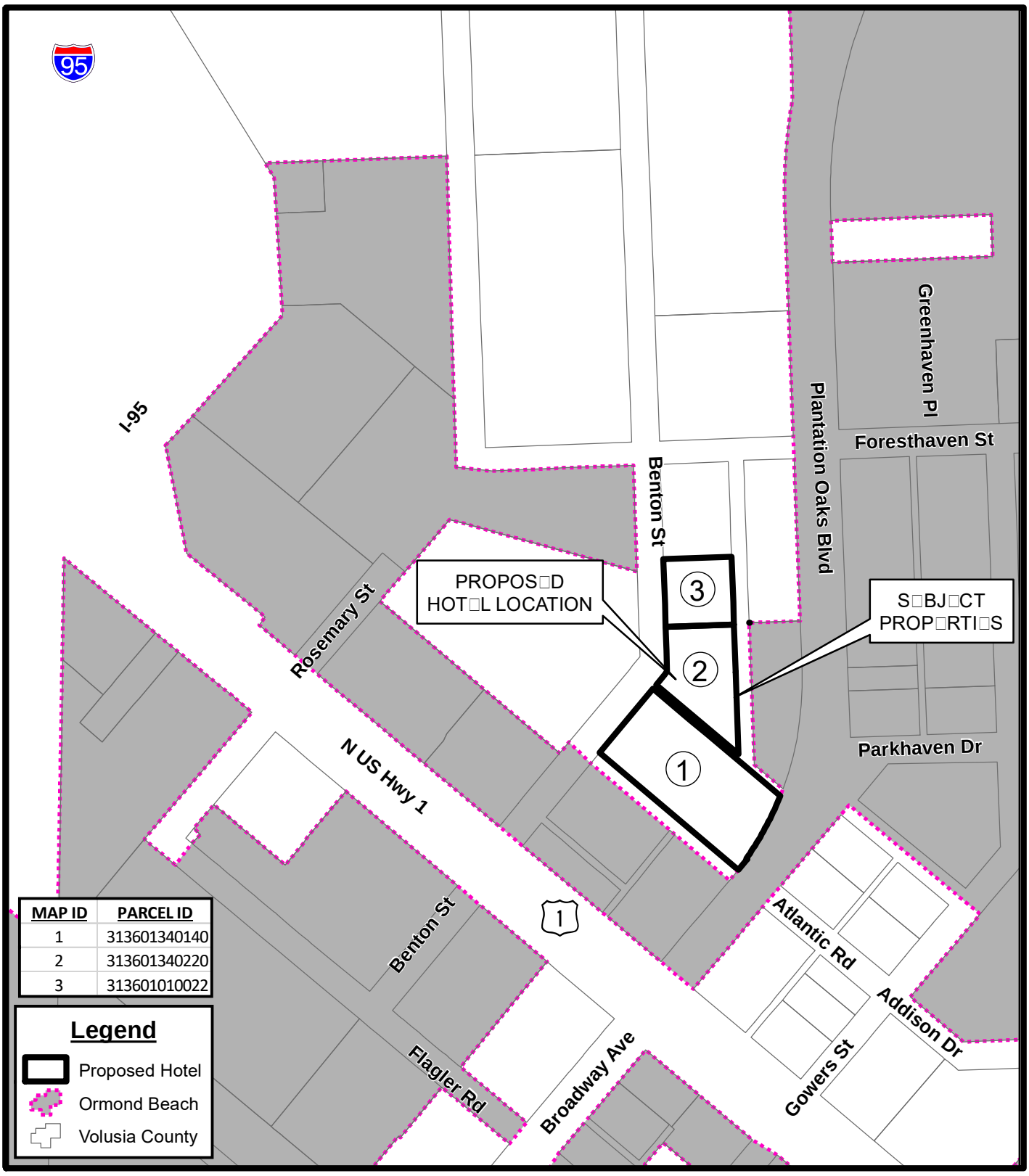
COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 7th day of November, 2023, by Richard C Maugeri as manager (title*) for Ridge Land Holdings LLC (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

Notary Public State of Florida
Melissa A Tardella
My Commission HH 002424
Expires 05/23/2024

Melissa A Tardella
Notary Public, State of Florida
My Commission Expires: 5/23/24

* 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.



PARCEL MAP
PROPOSED HOTEL LOCATION
(1119 BENTON ST)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 6, 2023

N
W E
S
N.T.S.



AERIAL MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

N
W E
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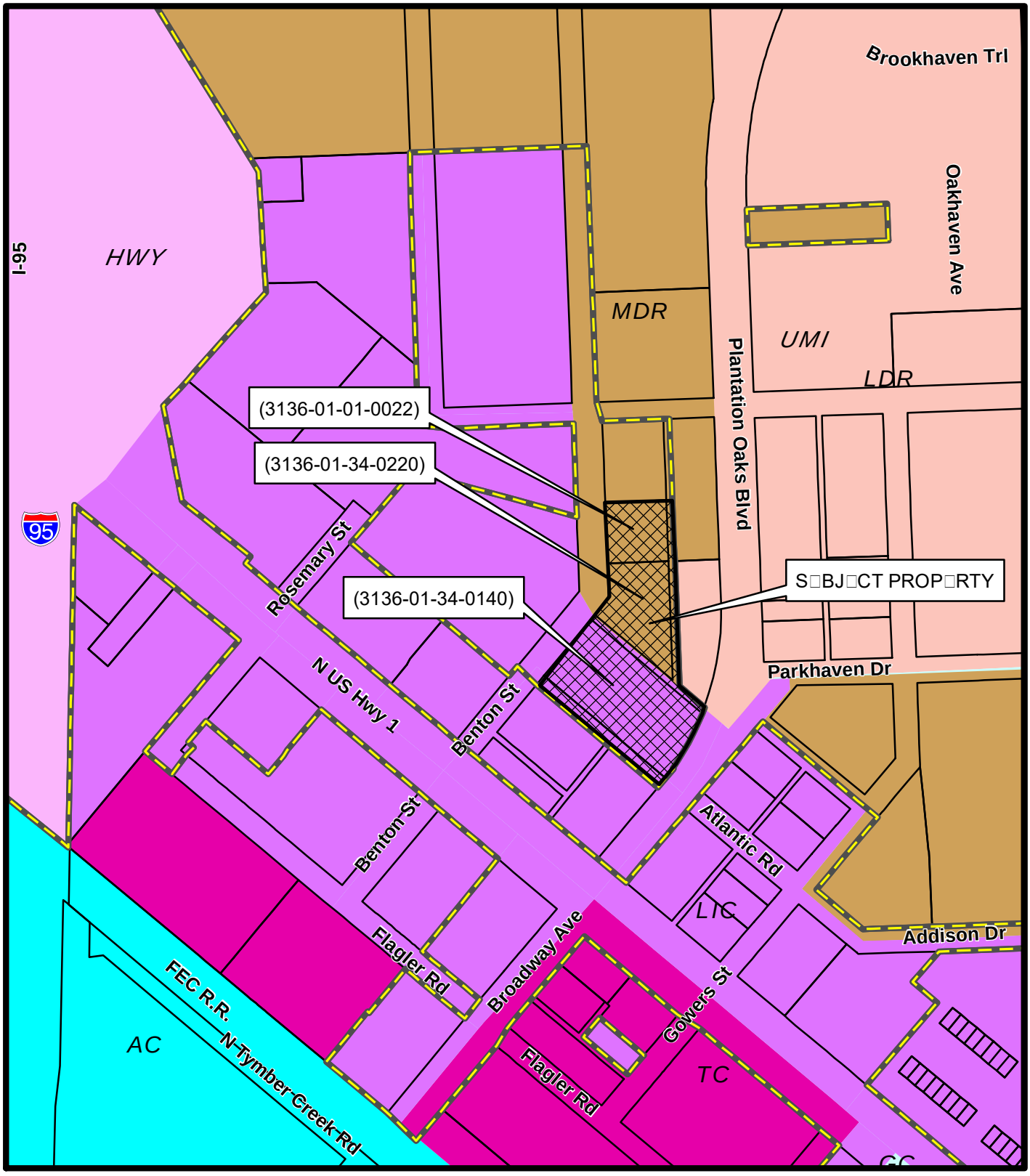
N.T.S.



FUTURE LAND USE MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

N
W E
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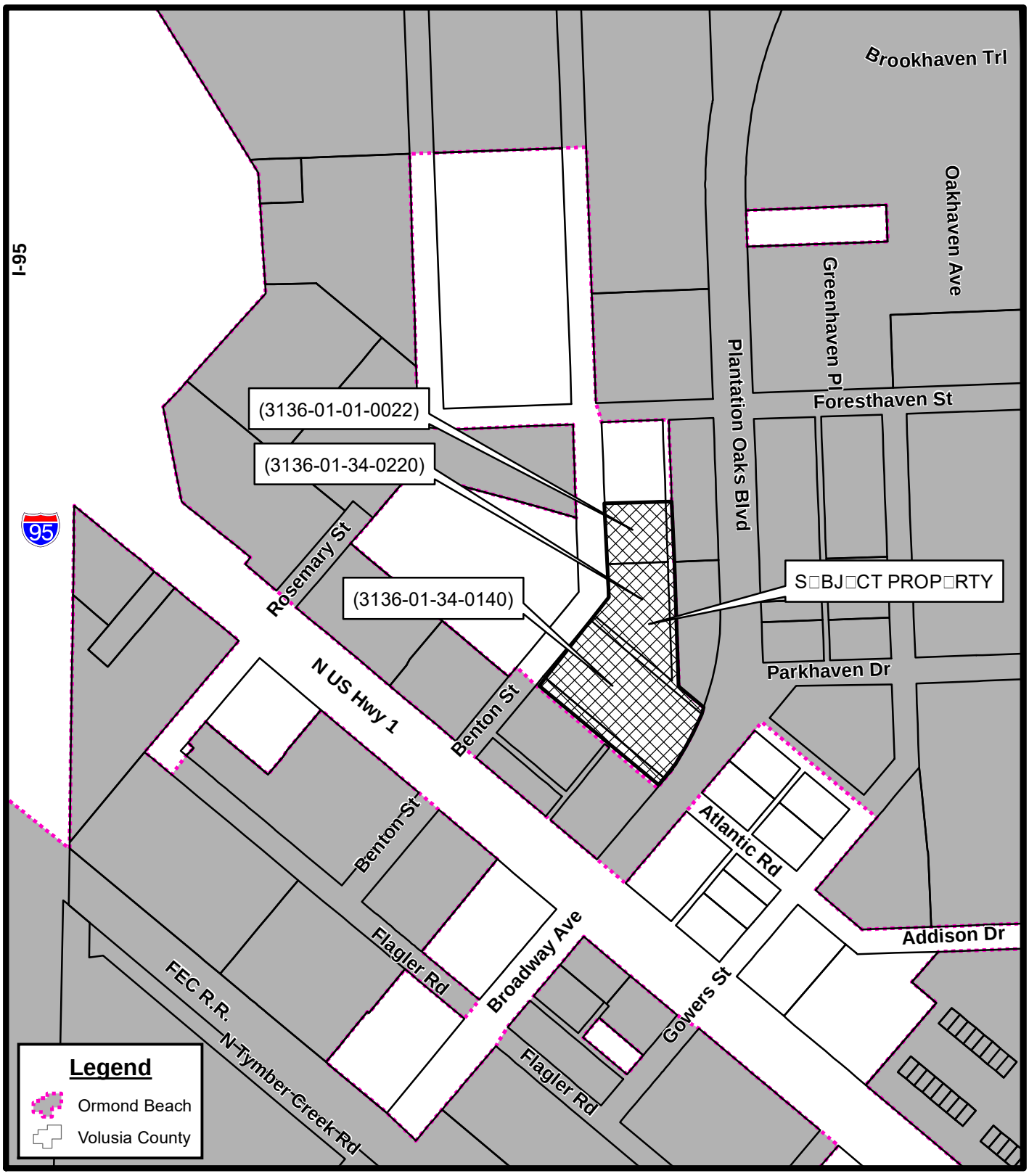

LOCATION MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

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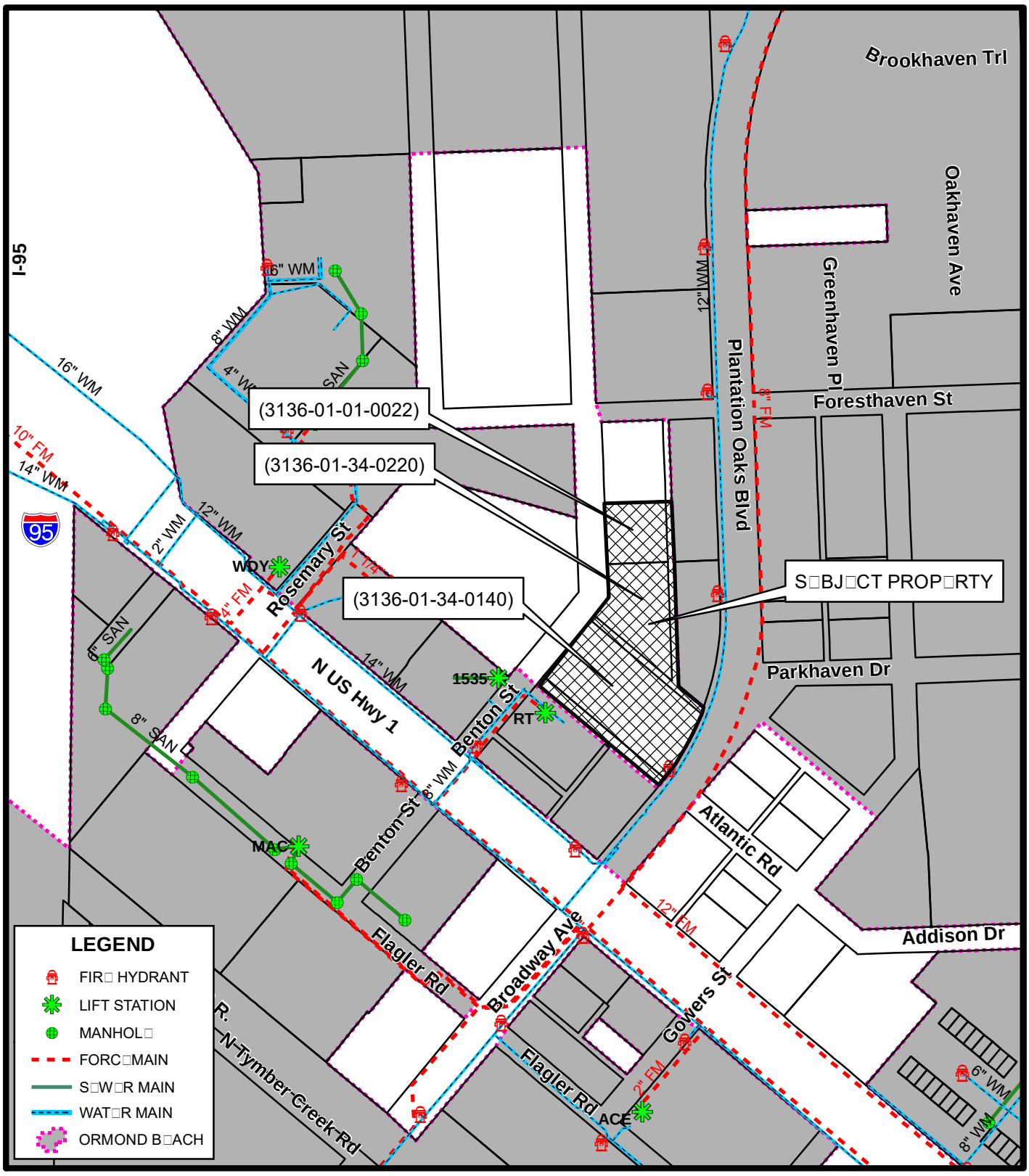

UTILITIES MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

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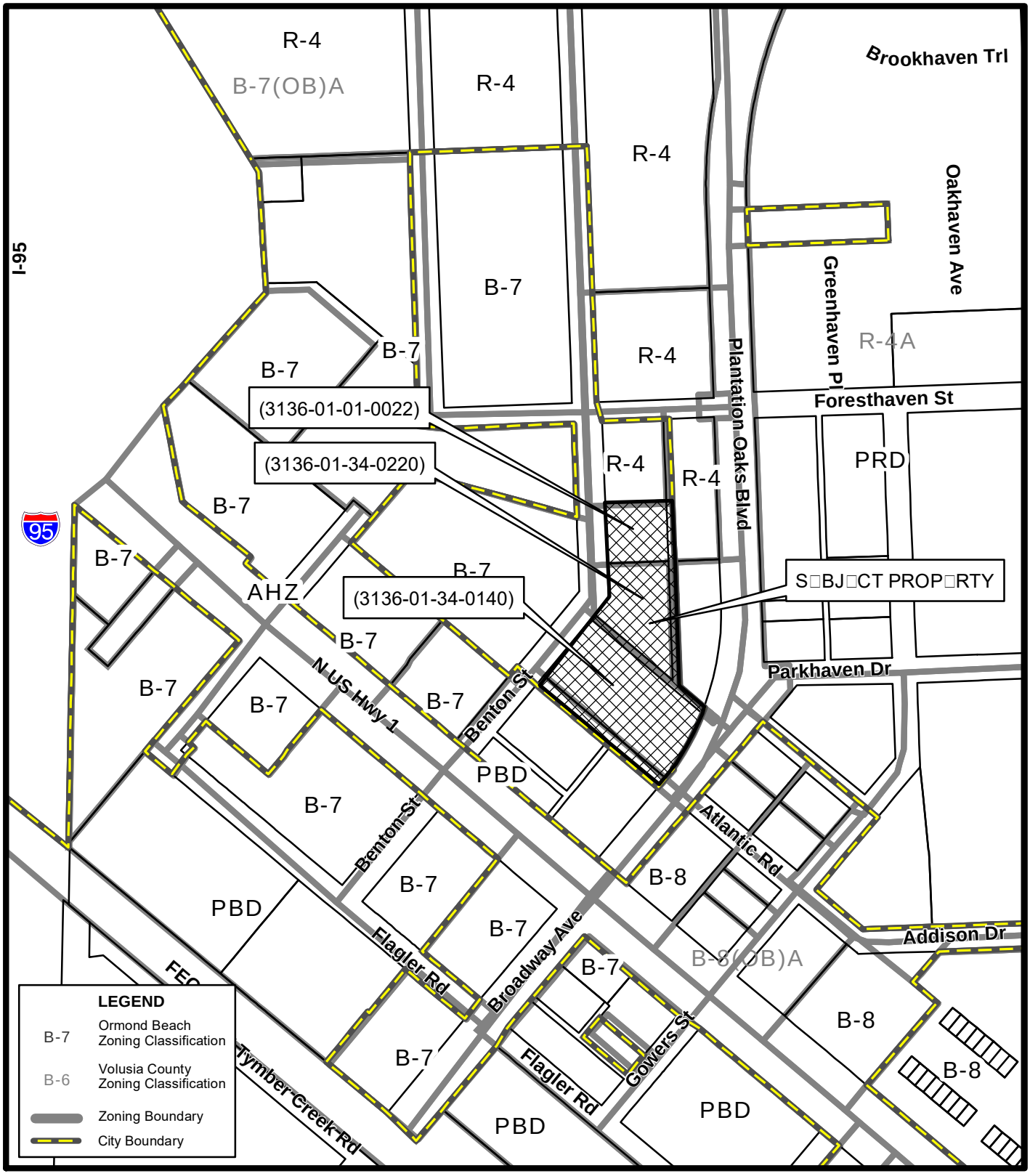

ZONING MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

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Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: DRAFT

AN ORDINANCE ANNEXING THREE (3) PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET, VOLUSIA COUNTY PARCEL NUMBER 3136-01-34-0140, VOLUSIA COUNTY PARCEL NUMBER 3136-01-34-0220, VOLUSIA COUNTY PARCEL NUMBER 3136-01-01-0022; AND ANNEXING TWO (2) UNNAMED ALLEYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 2.66 acres along Benton Street (Volusia County parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022). As part of the annexation, two unnamed rights-of-way totaling approximately 0.28 acres are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an annexation of vacant land.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an annexation of vacant land.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an annexation of vacant land.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This is an annexation of vacant land.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

   No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-58
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Annexation, 1113 & 1117 North U.S. Highway 1 (SECOND READING)		
Summary:	This is a voluntary request for an annexation submitted by Michael Wojtuniak, P.E., Engineered Permits, on behalf of the property owner, KVG Development LLC, for approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1 for a Public House Restaurant. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing city land use of “Low Intensity Commercial” and a City zoning designation of B-8, Commercial. The subject property is within the North U.S. Highway 1 ISBA. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to: • Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments; • Reduce intergovernmental conflicts and litigation between local governments; • Promotes sensible boundaries that reduce the costs of local governments, • Avoid duplicating local services, • Increase political transparency and accountability; and • Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services. The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27, Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation was required that limits		

	density to 8 units per acre and a maximum floor area ration of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the City zoning designations for properties within the ISBA and was approved on April 7, 2015. The property at 1113 & 1117 North U.S. Highway 1 is contiguous to the City on the northern and western property boundaries. In addition, the property is within the ISBA which allows annexation whether or not the property was contiguous to the City boundaries. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.
Financial Impact:	The property is within the ISBA area and there are no financial impacts associated.
Citizen Impact:	There is no citizen impact anticipated with this annexation because the property is already within the ISBA with City land use and zoning. Future development would undergo a site plan process with review by the SPRC.
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended that the City Commission APPROVE the annexation of approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1, based on the following: 1. Property is within the ISBA area; 2. Property is located in unincorporated Volusia Co. and is not being served with utilities from another jurisdiction, is compact, and the City is the utilities provider for this area; 3. There is adequate City infrastructure to serve the subject property; 4. Annexation of the property is a voluntary under the authority of Section 171.044, Florida Statutes; and 5. Property is contiguous to the City limits along the north and west property boundaries.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-58 Annexation, 1113 & 1117 N US HWY 1 (P23-0224G) 2. Exhibit A, Sketch and Legal 3. Exhibit B, Application 4. 1113 & 1117 N US 1 - Maps 5. Ordinance Business Impact Estimate 10-01-23 OB Form - 1113 & 1117 N US 1 Annexation
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/6/2023 Joyce Shanahan, City Manager 12/13/2023

ORDINANCE NO. 2023-58

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, KVG Development, LLC, a Florida Limited Liability Company, is the owner of two parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, the Property to be annexed consists of approximately 1.67 acres (Parcel ID Nos: 4238-02-05-0040 and 4238-02-05-0050) and is located at 1113 North U.S. Highway 1 and 1117 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, KVG Development, LLC, a Florida Limited Liability Company, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit "B" and incorporated herein by reference; and

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); 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); 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); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit "B"; and

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

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City's *Comprehensive Land Use Plan* provides that the provision of utility service to property in the

unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City's boundaries; and

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

WHEREAS, the requirements of Section 171.044, *Florida Statutes,* and the ISBA have been satisfactorily met; and

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

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

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

(a) The annexation petition attached hereto as Exhibit "B" bears the signature of the authorized representative of the owner of the Property to be annexed at the time the petition was submitted to the City;

(b) KVG Development, LLC, a Florida Limited Liability Company, is the owner of the Property listed in Exhibit "A" attached hereto;

(c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

(d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;

(e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and

(f) The Property is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

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

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

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

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

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

PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th day of December, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION:

LOTS 4 & 5, EXCLUDING PORTION IN STATE ROAD RIGHT OF WAY, BLOCK 5, TOMOKA ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 1, BLOCK 5, OF AFORESAID TOMOKA ESTATES WITH THE EASTERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 1; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY, NORTH 43 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 300 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 4, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 43 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 200 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 5; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 46 DEGREES 58 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF LOT 5, A DISTANCE OF 365 FEET; THENCE RUN SOUTH 43 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 200 FEET; THENCE RUN SOUTH 46 DEGREES 58 MINUTES 47 SECONDS WEST A DISTANCE OF 365 FEET TO THE POINT OF BEGINNING.

CONTAINING 73,000 SQ. FT. OR 1.67 ACRES±.

SURVEYOR'S NOTES:

1. BEARINGS ARE ASSUMED AND BASED ON THE EASTERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 1, BEING N43°01'13"W.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS "SKETCH OF LAND FOR DESCRIPTION ONLY" IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FOURTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.
4. THIS IS NOT A BOUNDARY SURVEY.

THIS SURVEY AND THE COPIES THEREOF ARE NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL

LUKE P. FULFORD LICENSE NUMBER LS 6954 SEAL STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

Luke P Fulford
2023.09.06
13:21:08-04'00'

LUKE P. FULFORD, P.S.M. #6954
CANVAS LAND SURVEYING, LB# 8320

SKETCH OF DESCRIPTION
-OF-
LOTS 4 & 5 TOMOKA ESTATES

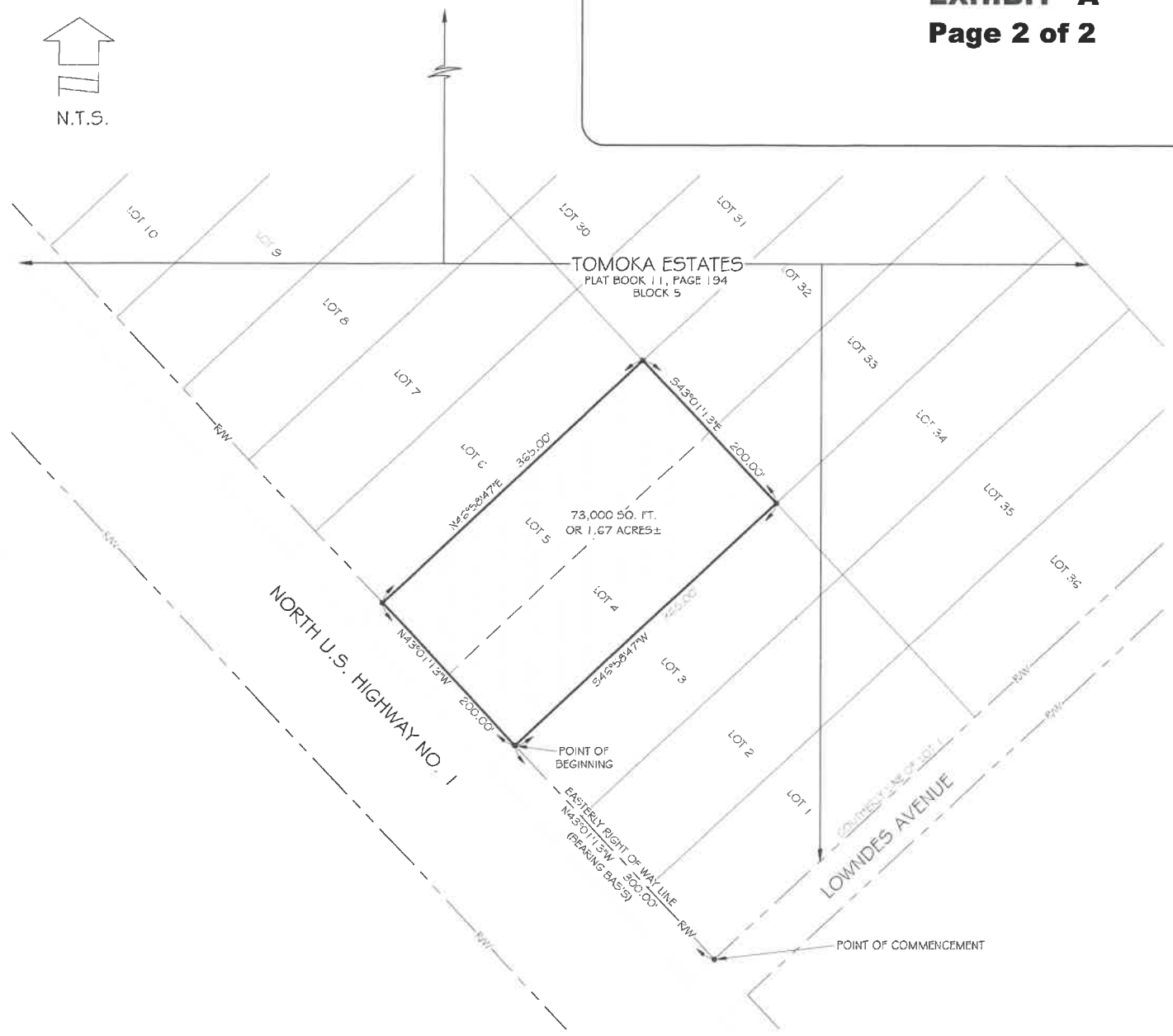
LYING IN
SEC. 38, TWP 14S, RGE 32E,
VOLUSIA COUNTY, FLORIDA.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

PREPARED FOR:
EXCELSIOR DEVELOPMENT CO.

CANVAS
LAND SURVEYING
300 N. RONALD REAGAN BOULEVARD
LONGWOOD, FL 32750
321.689.5330
CANVASLANDSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8320

SHEET
1 OF 2
LEGAL DESCRIPTION
SURVEY NOTES



LEGEND:

LB	LICENSED BUSINESS
	LINE BREAK
#	NUMBER
R/W	RIGHT OF WAY
N.T.S.	NOT TO SCALE
	SUBJECT PARCEL

SKETCH OF DESCRIPTION
-OF-
LOTS 4 & 5 TOMOKA ESTATES

LYING IN
SEC. 38, TWP 14S, RGE 32E,
VOLUSIA COUNTY, FLORIDA.

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CERTIFICATE OF AUTHORIZATION NO. LB 8320

SHEET
2 OF 2
SKETCH OF DESCRIPTION

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

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

PROJECT INFORMATION

Project Type:*	Annexation *Complete fee sheet (page 3)		
Project Name:	Public House Restaurant		
Project Address:	1113-1117 N. US Hwy 1, Ormond Beach, FL 32174		
Volusia County parcel number(s):	423802050040, 423802050050		
Description:	Two adjacent parcels being annexed into the City of Ormond Beach.		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Michael Wojtuniak, P.E.
Address:	311-A South Woodland Blvd.
City, State, Zip code:	Deland, FL 32720
Telephone:	386-734-0830
E-mail:	mwojtuniak@epieng.net

APPLICANT INFORMATION

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

PROPERTY OWNER			
Same as project coordinator		Same as property owner	X
Name:	KVG Development LLC		
Address:	3433 East Gulf To Lake Hwy		
City, State, Zip code:	Inverness, FL 34453		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)			
Name:	Lee Munizzi	E-mail:	lee@excelsiordev.com
Name:	Lorri Wasman	E-mail:	lorri@excelsiordev.com
Name:		E-mail:	
Name:		E-mail:	

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: See Attached Document — For Kevin Gisvere

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 7 day of November, 2023, by Michael Wojtuniak as Senior Project Mgr (title*) for Engineered Permits (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

LORRI WASMAN
Notary Public - State of Florida
Commission # HH 022660
My Comm. Expires Jul 22, 2024
Bonded through National Notary Assn.

Lorri Wasman
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.

ENGINEERED PERMITS, INC
311 South Woodland Boulevard
Suite A
DeLand, FL 32720

NOTARIZED AUTHORIZATION OF OWNER TO AUTHORIZE ENGINEERED PERMITS

For the following activities (check all that apply):

_X_ Environmental Resource Permits from SWFWMD/SJRWMD/SFWMD/SRWMD

_X_ County of Volusia Development/Project Review Application Authorization

_x_ County of Volusia Development/Project Review Application Authorization

_x_ Secure Geotechnical Analysis

_x_ Secure Surveying Services

____ Secure other engineering services _____

____ FDOT Drainage / Driveway Connect Permit(s)

_X_ Utility Connection Permit from County of Volusia

_x_ Other_SJRWMD,_FDEP, City of Ormond Beach

Authorization of Owner

I hereby designate and authorize the agent listed as Michael Wojtuniak to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for activities listed above; and to furnish, on request, supplemental information in support of the applications for the project identified above. In addition, I authorize the above listed agent to bind me, to perform any requirement which may be necessary to procure the activity or authorization listed above.

Kevin Giguere
Printed Name of Owner

Signature of Owner

5-14-22
Date

The foregoing instrument was acknowledged before me this 5-14-22 (month/day/year) by Kevin Giguere (Name of Person Acknowledging), who is personally known to me or has produced _____ (type of identification) as who did not take an oath.

Notary Public

Signature _____

Print Name: Pamela R McKinney

Commission Expires: _____

PAMELA R. MCKINNEY
Commission # HH 189727
Expires January 10, 2026
Bonded Thru Budget Notary Services

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
KVG DEVELOPMENT, LLC

Filing Information

Document Number	L17000209228
FEI/EIN Number	82-3948390
Date Filed	10/10/2017
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/16/2018
Event Effective Date	NONE

Principal Address

3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Mailing Address

3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Registered Agent Name & Address

GIGUERE, KEVIN
3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Name Changed: 01/10/2023

Address Changed: 01/10/2023

Authorized Person(s) Detail

Name & Address

Title Manager

GIGUERE, KEVIN V
3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Annual Reports

Report Year	Filed Date

2021	01/14/2021
2022	01/12/2022
2023	01/10/2023

Document Images

01/10/2023 – ANNUAL REPORT	View image in PDF format
01/12/2022 – ANNUAL REPORT	View image in PDF format
01/14/2021 – ANNUAL REPORT	View image in PDF format
01/25/2020 – ANNUAL REPORT	View image in PDF format
01/09/2019 – ANNUAL REPORT	View image in PDF format
01/16/2018 – LC Name Change	View image in PDF format
01/09/2018 – ANNUAL REPORT	View image in PDF format
10/10/2017 – Florida Limited Liability	View image in PDF format



AERIAL MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

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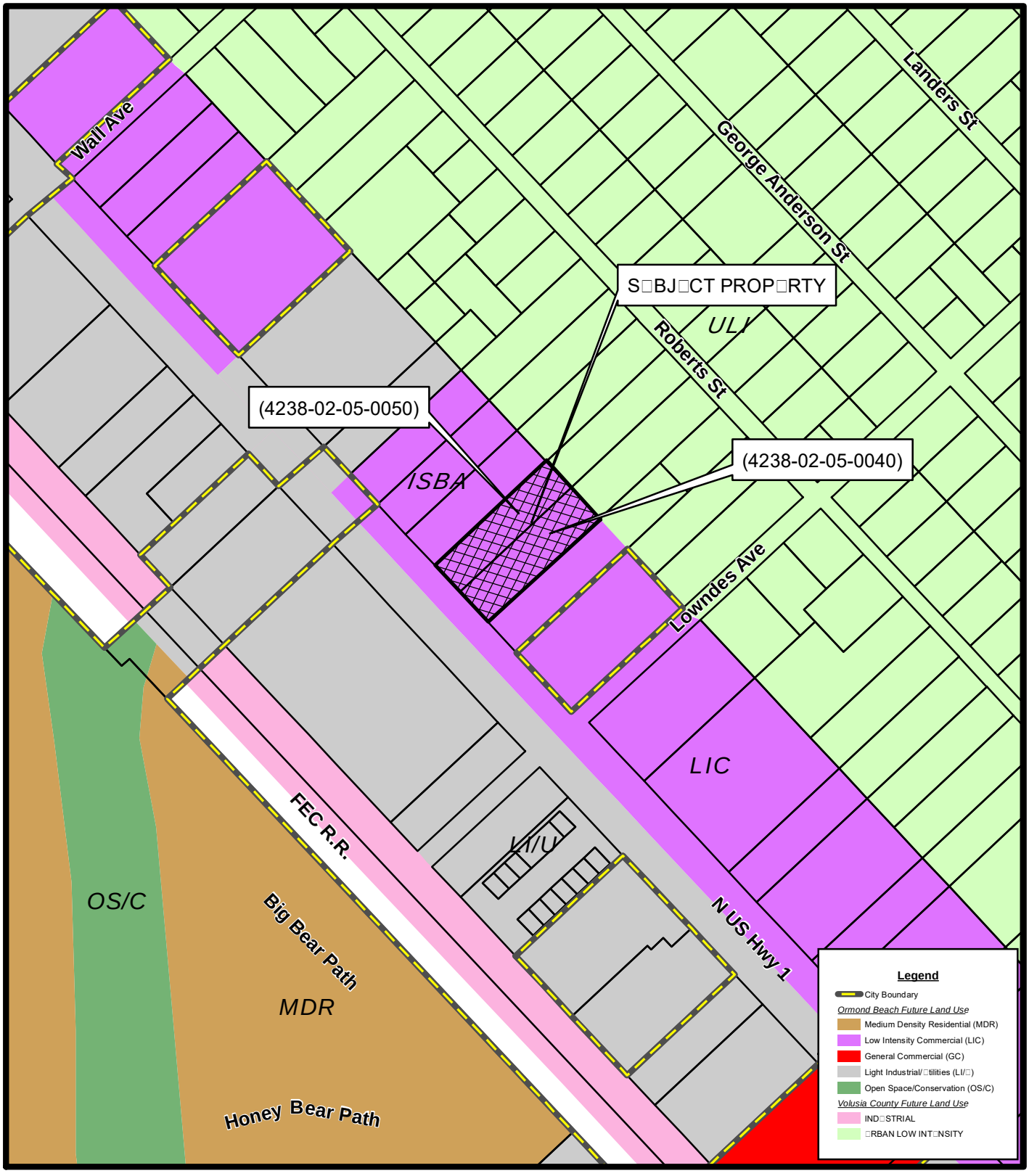

FUTURE LAND USE MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

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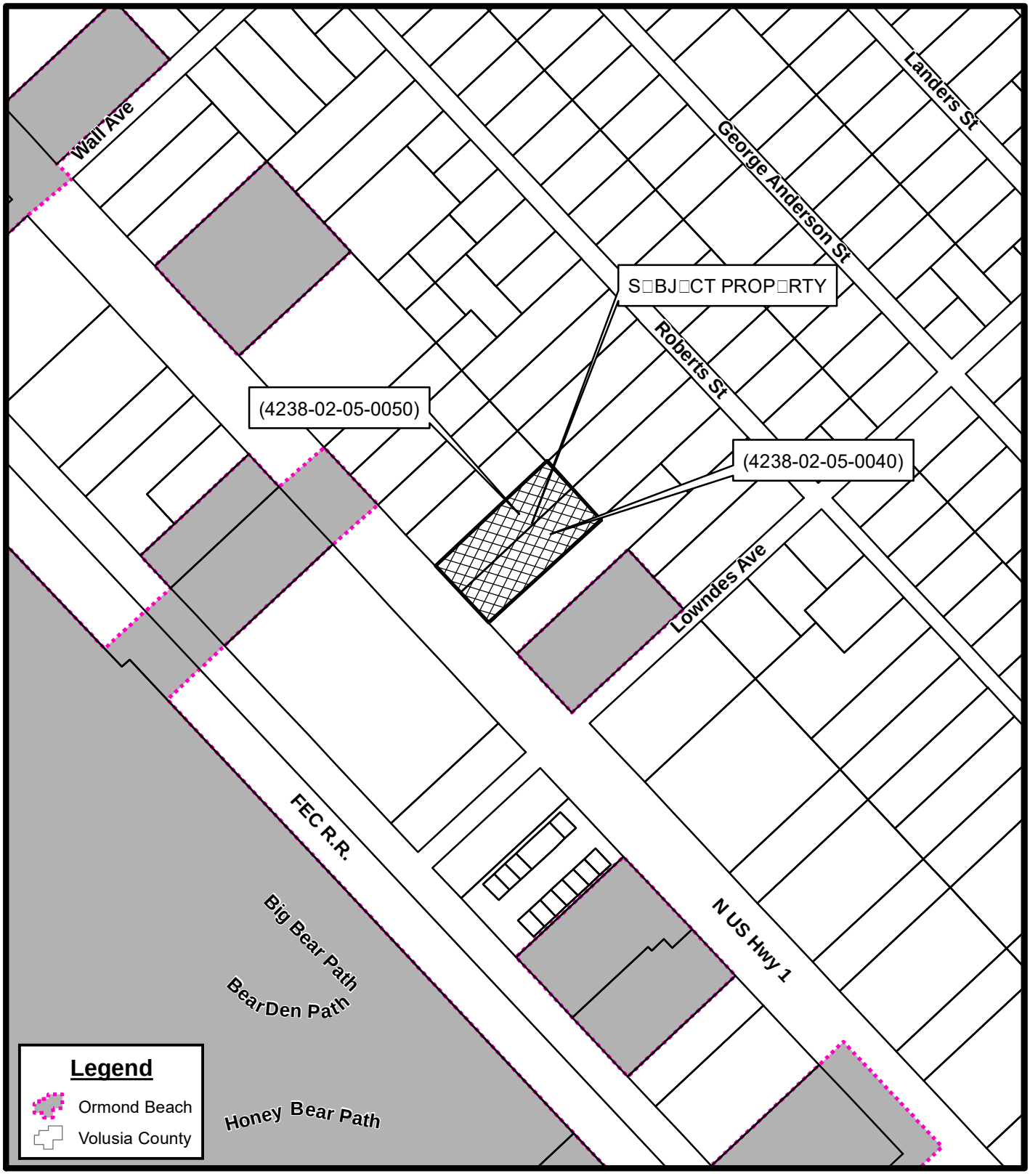

LOCATION MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

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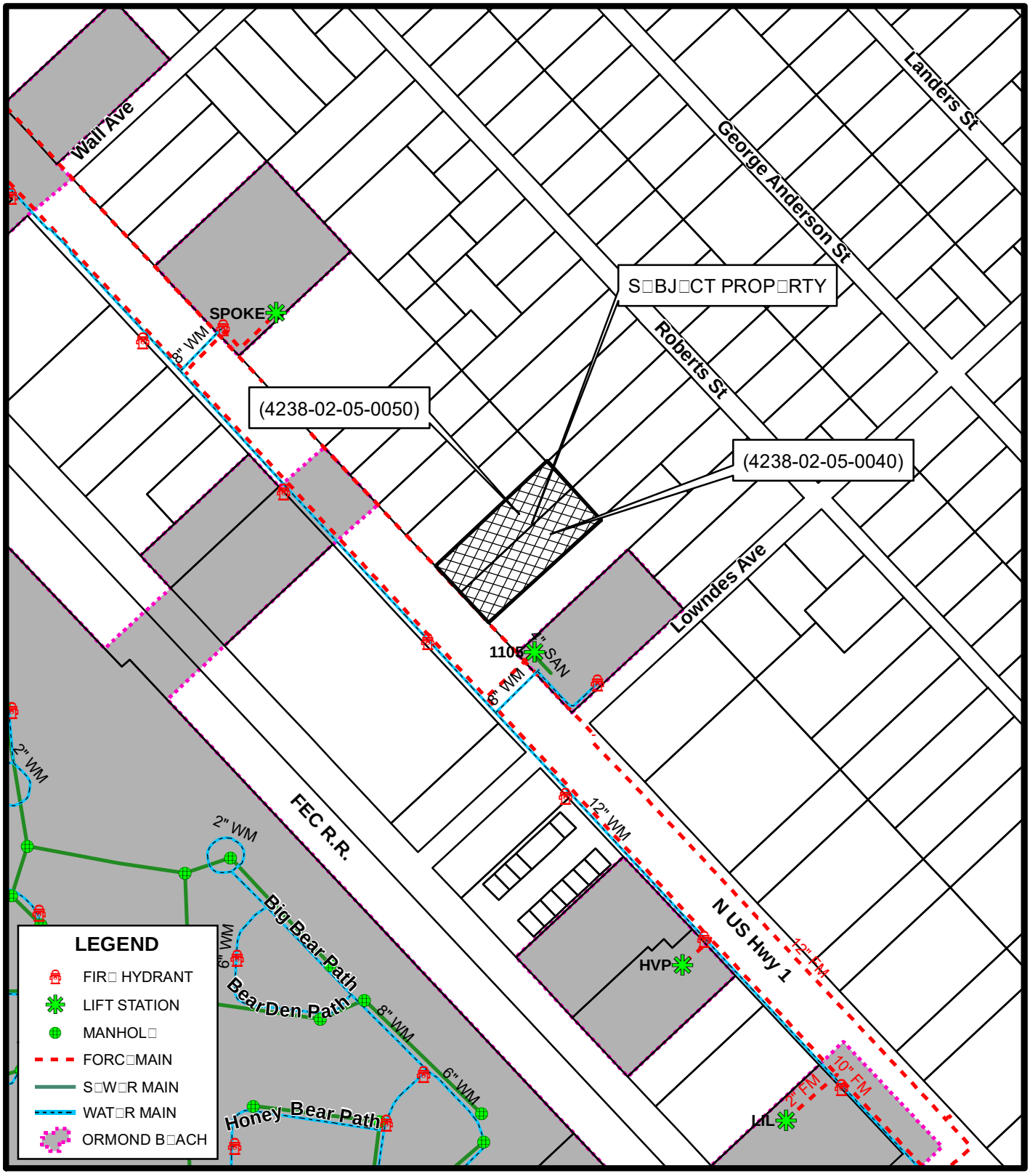

UTILITIES MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

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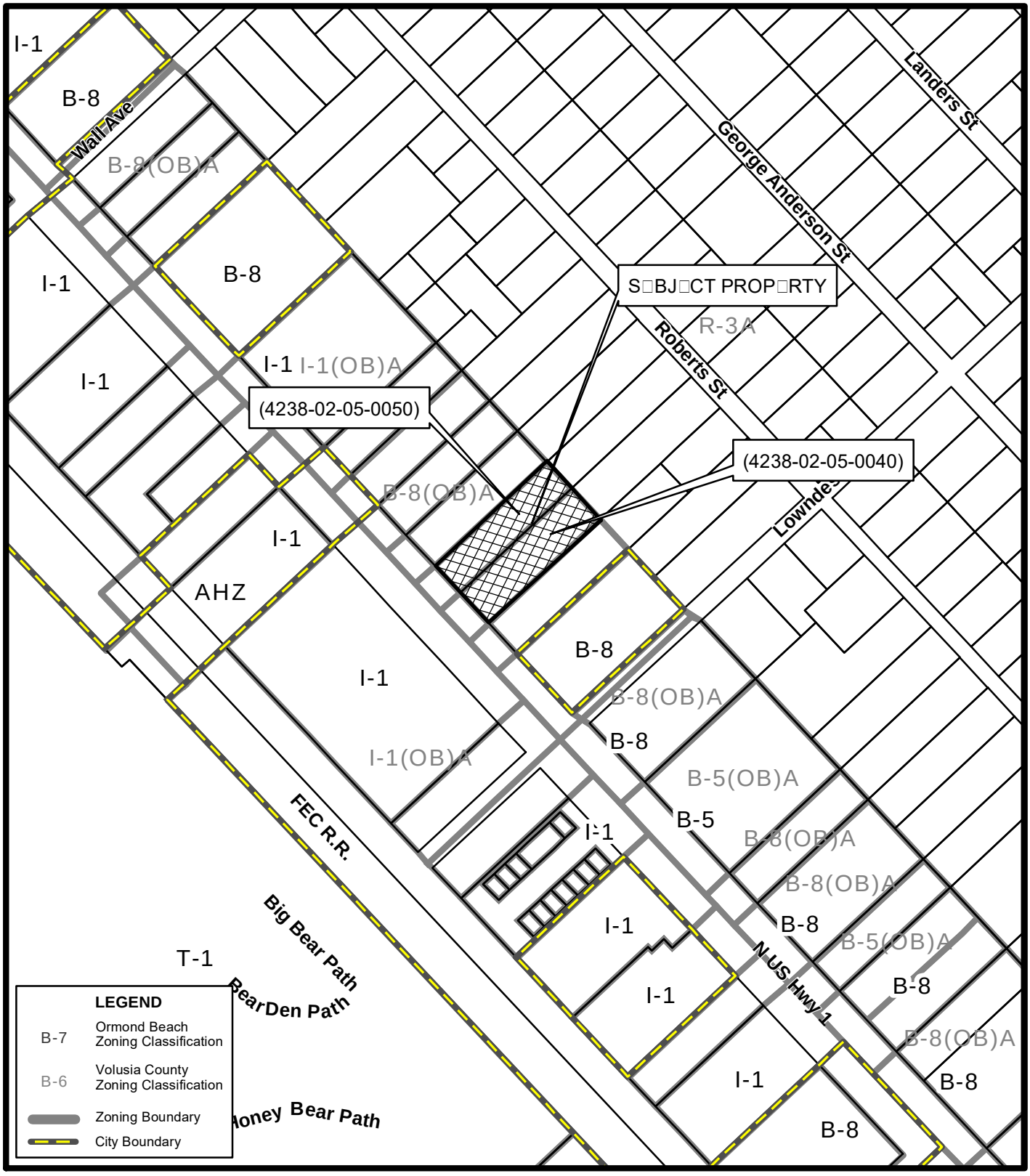


ZONING MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

N.T.S.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: DRAFT

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-02-02-0040 AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is a voluntary request for an annexation submitted by Michael Wojtuniak, P.E., Engineered Permits, on behalf of the property owner, KVG Development LLC, for approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an annexation of vacant land.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an annexation of vacant land.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an annexation of vacant land.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This is an annexation of vacant land.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

   No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 8.D

Section:	PUBLIC HEARINGS		
Item Category:	Resolution	**Res./Ord. No:**	2023-217
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Downtown CRA Public Art Traffic Signal and Streetlight Cabinet Wrap Project		
Summary:	This is a request for the City Commission, acting as the Community Redevelopment Agency (CRA), to allow public art cabinet wraps, located at 9 traffic signals and 2 streetlight cabinets along West and East Granada Blvd., within the Downtown Overlay District. The original Downtown CRA Master Plan was completed in 2006, and updated in 2019. Implementing "aesthetic features by utilizing art, social events and cultural and historical assets to enhance the shared feeling of community" was established as a goal in 2006 and carried over to the updated plan. There are 9 locations, total of 11 cabinets, proposed to be wrapped. Two locations are on City right-of-way not FDOT property. Through collaboration between the Ormond Beach Arts District Board and Planning Department, it was determined that 9 artists would be invited to create cabinet wrap images. Criteria for selection included the artist be professional, well-recognized, and have been actively working and living in the City of Ormond Beach for at least the past 20 years. The intent in selecting these artists was to honor “Ormond Masters.” The 9 invited artists are similar in the high quality of work, but widely diverse in both media and cultural backgrounds. The artists provided images of existing works of art, expediting the completion of the project without compromising the artistic integrity of the idea. Longevity of cabinet wraps is between 3-5 years. The City will develop a process for replacement art, either by competition or commission within the next 3 years. The selected artists include: • Lee Dunkel - Florida Landscape Photographer, https://leedunkel.com/ • Gregory Grant - Portrait and Nature Artist, https://www.facebook.com/gregorygrahamgrantfineart/		

	• Scott Hiestand - Landscape and Wildlife Artist, https://scotthiestand.com/home.html • Karlene McConnell - Abstract Artist, https://www.karlenemcconnell.com/ • Barbara Perrotti - Plein Air Artist, https://www.facebook.com/barbaraperrottistudios/ • Sang Roberson - Ceramicist, https://bluespiral1.com/artist/728-sang-roberson • Antoinette Slick - Abstract Artist, https://www.antoinetteslick.com/ • Akiko Sugiyama - Paper Collage Artist, https://bluespiral1.com/artist/721-akiko-sugiyama • Margaret Schnebly Hodge - Abstract Artist, https://www.margarethodgeart.com The Ormond Beach Arts District intends to produce a walking map similar to the that of the Museum of Art DeLand, which will be featured on the Ormond Beach MainStreet (Mainstreet) and Ormond Beach Arts District websites. Artist bios and information about the art will be part of the map, since FDOT restricts writing on the boxes with the artist's signature. October 9, 2023, MainStreet Design Committee met and reviewed the designs. The Committee unanimously voted to support the project as presented. October 25, 2023, the Ormond Beach Arts District members met and recommended approval of the cabinet wrap project in compliance with Section 18-4 of the City's Code of Ordinances. November 3, 2023, a letter of support was provided by the MainStreet Executive Director. Since 9 of the 11 wraps are being installed on FDOT signal cabinets, maintained by Volusia Co., Volusia Traffic Engineering and FDOT received the project (Exhibits A and B) for review under their CAF public art program and found no issues. A separate Resolution for the approval and execution of a Community Aesthetics Feature agreement with FDOT is being processed along with this item.
Financial Impact:	The Capital Improvement Program included funding for public art, including cabinet wraps, within Fund 104-CRA. Cost is expected to be approximately $15,000. The artists have agreed to give the City use of images of their work as part of this project without payment. The Ormond Beach Arts District has offered each artist a $200 stipend for the time required to select and review their images. The costs of artist invitational, design, and layout were provided by MainStreet and Ormond Beach Arts District members at no charge. Manufacturing and installation of the cabinet wraps have not been bid to date.
Citizen Impact:	Features such as art on signals and streetlight cabinets are considered an enticement for pedestrians as they move from one destination to another. This element of visual surprise is partially why people love to visit downtowns and it contributes to a sense of place.

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the public art to be installed on 11 traffic signal and streetlight cabinet wraps consistent with the adopted 2019 Ormond Beach CRA Master Plan and Section 18-4 of the City Code.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-217 CRA Public Art, Cabinet Wraps (P23-0219G) 2. Public Art Order - Cabinet Wraps 3. Exhibit A Cabinet Map and Description 4. Exhibit B -Application_Cabinet Art Designs and locations 5. Exhibit A to License Agmts 6. Cabinet Wraps - MainStreet Ltr of Support 7. 102523 OB Arts District Board Minutes-Final Draft
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

RESOLUTION NO. 2023-217

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution No. 84-74 declaring the Central Business District ("District"), as described therein, to be a Community Redevelopment Area in accordance with section 163.357, *Florida Statutes*, and

WHEREAS, Resolution 84-74 further declared the City Commission to be the Community Redevelopment Agency ("Agency") for the District, and

WHEREAS, in accordance with section 163.387, *Florida Statutes*, the City Commission approved Ordinance No. 84-34 establishing a Redevelopment Trust Fund ("Trust Fund") for the Agency in accordance with the said statutory provisions, and

WHEREAS, by Resolution No. 87-4, the City Commission approved the Granada Boulevard Master Streetscape Plan ("Granada Plan") as the official City policy and plan for the said area, and

WHEREAS, by Resolution No. 87-53, the City Commission approved the Bovard Avenue/Vining Court Master Streetscape Plan ("Bovard Plan") as the official City policy and plan for the said area, and

WHEREAS, together the said plans comprised the Community Redevelopment Plan ("Plan") for the said area, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution Nos. 89-262, 93-178, 93-252, 00-155, and 01-168 readopting and amending the Granada and Bovard Plans, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution No. 2004-181, amending the Granada Plan to provide the establishment of a Property Improvement Grant Program ("Grant Program") for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2004-187 establishing conditions for the implementation of the Property Improvement Grant Program for the District, and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2007-157, adopting the updated master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), and

WHEREAS, the City Commission, also acting as the Agency, approved Resolution 2019-178, adopting the amended master plan for the Ormond Beach Downtown Community Redevelopment Area (CRA), which includes a master theme of Arts and Culture to support the utilization of art to create a sense of place, and

WHEREAS, the City Commission approved Ordinance 2021-41 establishing a public art program in public places to promote historical, cultural, aesthetic and economic benefits to the community; enhance the quality of life of residents and visitors; enhance the aesthetic

appearance of buildings, structures and open spaces, including areas in and around public parks; provide an aesthetically pleasing attraction to residents and visitors; and promote the economic success of local businesses; all of which may enhance the general welfare of a community, and

WHEREAS, the City finds that it possesses the unique aesthetic of a diverse creative class and wishes to increase its potential by increasing the quantity and quality of art works on display, catalyzing high quality arts programming, providing support for arts initiatives and artists, and to increase "arts and culture" tourism, and

WHEREAS, in accordance with Chapter 18, of the *Code of Ordinances,* City staff is proposing a Public Art Order to allow a public art project of nine (9) traffic signal and two (2) street light cabinet wraps, located along West and East Granada Boulevard as described in Exhibit "A" of the Public Art Order (the "Project"), and

WHEREAS, the traffic signals and streetlight cabinets identified in Exhibit "A" where the public art is to be installed are located within the Downtown Overlay District on public property and therefore eligible to apply for a permit for public art, and

WHEREAS, the said application complies with the provisions of the City of Ormond Beach *Code of Ordinances* ("the *Code of Ordinances*") and the general laws of Florida, and

WHEREAS, the Ormond Beach Arts District Board held a public hearing on October 25, 2023 regarding this matter as required by Chapter 18, Sections 18-1 through 18-5 of the *Code of Ordinances,* and

WHEREAS, the City Commission, also acting as the Agency, has considered the recommendations of the Ormond Beach Arts District Board, and

WHEREAS, the City Commission, also acting as the Agency, has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission, also acting as the Agency, finds that:

(1) The replica work of art has historical or cultural significance;

(2) The replica work of art will provide an aesthetic or economic benefit to the city;

(3) The replica work of art will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks;

(4) The replica work of art will provide an aesthetically pleasing attraction for residents and visitors;

(5) The replica work of art will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material;

(6) The replica work of art may encourage residents and visitors to support local businesses;

(7) The replica work of art will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan;

(8) The replica work of art will be located in the Downtown Overlay District as described and depicted in section 2-70 of the *Land Development Code* and in a "public place" as defined in section 18-2 of the *Code of Ordinances*;

(9) The replica work of art is being donated to the City, at no cost to the City. The City will be responsible for the manufacturing and installation costs associated with the Project;

(10) The qualifications of the artists meet the requirements for the traffic signal and streetlight cabinets Project;

(11) The artists have signed the waiver and released, in favor of the city, the right of attribution or integrity which the artists have in the replica work of art, in accordance with 17 USC 106A and 113(d)(Visual Artist Rights Act) as it presently exists;

(12) The artists have signed the license agreement between the Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art Agreement; and

WHEREAS, the City Manager has certified that funds in the amount of $15,000.00 have been appropriated to the credit of the Downtown Redevelopment Trust Fund (104) for the anticipated costs of the manufacturing and installation of the Project, and have not been appropriated for any other purpose, and

WHEREAS, the City Commission, on behalf of the City and the Community Redevelopment Agency, concurs in the said determination and recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, THAT:

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

SECTION TWO. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute and issue a Public Art Order to allow a public art project of nine (9) traffic signal and two (2) street light cabinet wraps, located along West and East Granada Boulevard as described in Exhibit A of the Public Art Order, a copy of which is attached hereto

and incorporated by reference, and to pay the anticipated costs of the manufacturing and installation of the Project thereof from the Downtown Redevelopment Trust Fund (104).

SECTION THREE. The Mayor/Chairman and the City Manager are hereby authorized and directed to execute the License Agreements between the Artists and City for Derivative Works of Art, copies of said agreements are attached hereto and incorporated herein by reference.

SECTION FOUR. A certified copy of this Resolution and the executed original Public Art Order shall be recorded in the public records of Volusia County, Florida.

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

APPROVED AND AUTHENTICATED this 19th day of December, 2023.

_____

BILL PARTINGTON
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Applicant:**	City of Ormond Beach
	Application No.:	PA #23-085
	Project Name:	Traffic Signal and Street Light Cabinet Wrap Project
	Property Address:	See Exhibit "A" Map

PUBLIC ART ORDER

This matter having come on for public hearing before the City Commission, also acting as the Community Redevelopment Agency ("Agency"), of the City of Ormond Beach, Florida, on December 19, 2023, and the City Commission, also acting as the Agency, having considered those items as required by with Chapter 18, of the *Code of Ordinances*, and having heard testimony and evidence from all affected persons, the City Commission, also acting as the Agency, hereby finds that:

(1) The replica work of art has historical or cultural significance;

(2) The replica work of art will provide an aesthetic or economic benefit to the city;

(3) The replica work of art will enhance the aesthetic appearance of buildings, structures and open spaces, including areas in or near public parks;

(4) The replica work of art will provide an aesthetically pleasing attraction for residents and visitors;

(5) The replica work of art will be compatible with the character of the surrounding area in terms of size, scale, color, style, and material;

(6) The replica work of art may encourage residents and visitors to support local businesses;

(7) The replica work of art will enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan;

(8) The replica work of art will be located in the Downtown Overlay District as described and depicted in section 2-70 of the *Land Development Code* and in a "public place" as defined in section 18-2 of the *Code of Ordinances*;

(9) The replica work of art is being donated to the City, at no cost to the City. The City will be responsible for the manufacturing and installation costs associated with the Project;

(10) The qualifications of the artists meet the requirements for the traffic signal and streetlight cabinets Project;

(11) The artists have signed the waiver and released, in favor of the city, the right of attribution or integrity which the artists have in the replica work of art, in accordance with 17 USC 106A and 113(d)(Visual Artist Rights Act) as it presently exists; and

(12) The artists have signed the license agreement between the Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art Agreement; now therefore,

Thereupon and in consideration thereof, the City Commission, also acting as the Agency, hereby orders that:

A. The application of the City of Ormond Beach (the "Applicant"), to allow public art cabinet wraps, located at nine (9) traffic signal and two (2) streetlight cabinets along West and East Granada Boulevard, within the Downtown Overlay Zone, on identified box numbers described on Exhibit "A" attached hereto and incorporated by reference, is hereby granted.

B. The application and public art designs are attached as Exhibit "B" and incorporated herein by reference.

C. The public art project shall be completed within twelve months after approval by the City Commission, pursuant to Section 18-3(d) *Code of Ordinances*.

D. This Public Art Order shall be recorded in the public records of Volusia County, Florida, and shall be binding upon the City of Ormond Beach, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

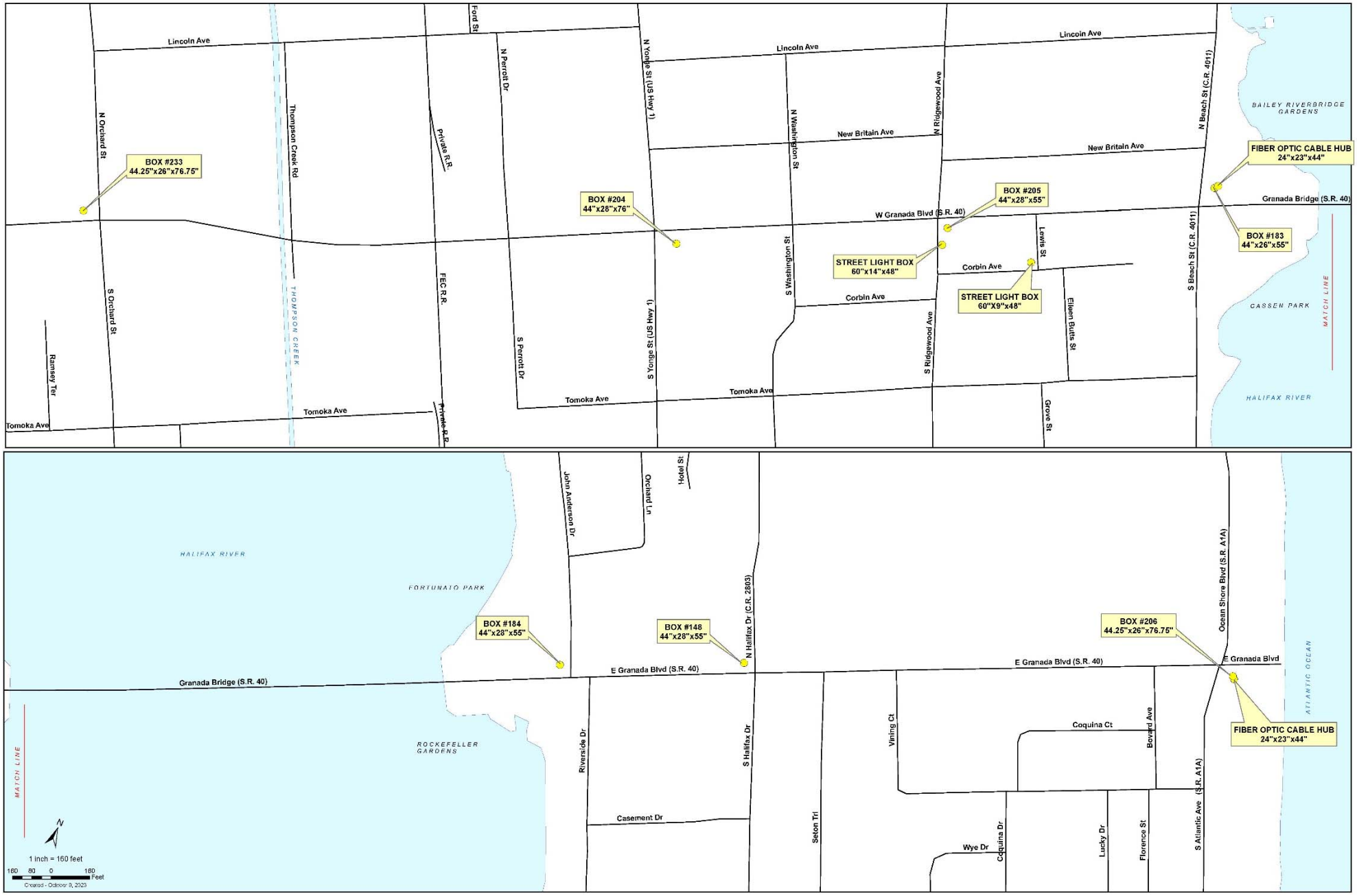
ORDERED this 19th day of December, 2023.

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map



Box #	Description	Location	Size
233	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Orchard St.	44.25"x26"x76.75"
204	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & S. Yonge St.	44"x28"x76"
205	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & Ridgewood Ave.	44"x28"x55"
N/A	Streetlight Cabinet	60’ S. of the S.E. corner of Granada Blvd. & S. Ridgewood Ave.	60"x14"x48"
N/A	Streetlight Cabinet	35’ S. of the S.W. corner of Granada Blvd. & Lewis St.	60"x9"x48"
183	Traffic Signal Cabinet	N.E. corner of Granada Blvd. & N. Beach St.	44"x26"x55"
Behind 183	Fiber Optic Cable Hub	N.E. corner of Granada Blvd. & N. Beach St.	24"x23"x44"
184	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & John Anderson Dr.	44"x28"x55"
148	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Halifax Dr.	44"x28"x55"
206	Traffic Signal Cabinet	S.E. corner of Granada Blvd & S.R. A1A	44.25"x26"x76.75"
Beside 206	Fiber Optic Cable Hub	S.E. corner of Granada Blvd & S.R. A1A	24"x23"x44"

City of Ormond Beach

Public Art Submission Package

SECTION 1: Public Art Program Overview

SECTION 2: Application and Review Criteria for Public Art Project

SECTION 3: License Agreements Between Artist and City for Derivative Works of Art

City of Ormond Beach Planning Department
22 S. Beach Street, Room 104
Ormond Beach FL, 32174
386-676-3238
www.ormondbeach.org

SECTION 1
City of Ormond Beach
Public Art Program Overview

The Public Art Program in the Downtown Overlay District was approved on December 7, 2021 by the City Commission in coordination with the Ormond Beach Arts District, Incorporated, to bring public art to the downtown area. Below is an overview of the Public Art program:

BACKGROUND
The placement of art in public places provides historical, cultural, aesthetic and economic benefits to the community; enhances the quality of life of residents and visitors; enhances the aesthetic appearance of buildings, structures and open spaces; provides an aesthetically pleasing attraction for residents and visitors; and promotes the economic success of local businesses, all of which enhance the general welfare of the community consistent with the comprehensive plan of the city of Ormond Beach and the city's downtown master plan.

LOCATION.
Public art is only authorized in the Downtown Overlay District, as described and depicted in section 2-70 of the Land Development Code, as amended. Public art is only allowed in a "public place", as defined in section 18-2 of the Code of Ordinances.

GENERAL REQUIREMENTS.
The display of public art in public places is intended to constitute government speech and as such public art must satisfy one or more of the following:

1. Public art must be solicited or commissioned by, or gifted or donated to, the city.

2. Public art must be paid for by the city, unless it is gifted or donated to the city.

3. The city shall have full control over the public art, including the authority and discretion to accept, reject, modify, repair, relocate or remove it.

APPROVAL PROCESS
The public arts program shall be administered by the planning director in accordance with the adopted procedures below:

(a) Artists, original or replica works of art, and special landscape features may be selected in one of the following manners:

1. Open competition through the public solicitation of qualifications of artists and/or specifications for original or replica works of art, or special landscape features. Public notice regarding the solicitation published in a newspaper of general circulation; shall specify a reasonable period of time for the submittal of proposals; and shall state a date, time, and place where the proposals will be opened or presented to the public.
2. Limited competition by inviting a select number of artists to provide examples of past original or replica works of art or special landscape features; or by submitting proposals for original or replica works of art or special landscape features.
3. Direct purchase of original or replica works of art, or special landscape features.
4. Invitation to a specific artist.
5. Acceptance of original or replica works of art, or special landscape features as a gift or donation.

(b) All proposals shall be submitted to the planning director. The planning director shall conduct an initial review of the proposals and upon a determination that a proposal meets the requirements, submits proposal to the Ormond Beach Arts District Board for review and recommendation to the city commission.

(c) The Ormond Beach Arts District Board shall serve in an advisory capacity to the city commission. The board shall review the proposals submitted and provide a recommendation to the city commission. The board shall exercise its best efforts to review the proposals at a publicly advertised meeting within thirty days after referral by the planning director. The board shall at all times comply with the public meeting requirements and public records requirements of Chapters 286 and 119, Florida Statutes, and other applicable laws.

(d) The City Commission shall have full and complete discretionary authority to accept or reject any and all proposals, or to modify any proposal or part thereof. An artist shall complete the public arts project within twelve months after approval by the city commission. The city commission shall have the discretionary authority to extend the completion date of any public arts project.

SECTION 2
City of Ormond Beach
Application and Review for Public Art Project

PROJECT LOCATION(S):

See attached Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map

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PROJECT TITLE: Downtown Traffic Signal and Streetlight Cabinet Wrap Project

PROJECT DESCRIPTION: There are nine locations with a total of 11 cabinets proposed to be wrapped. Two of the locations are on City right-of-way and seven on FDOT right-of-way. See the Downtown Traffic Signal and Street Light Cabinet Wrap Project Table and detail attached.

Estimated Start Date: January 2024

Estimated Completion Date: May 2024

ARTIST INFORMATION:

- Lee Dunkle - Florida Landscape Photographer. https://leedunkel.com/
- Gregory Grant - Portrait and Nature Artist. https://www.facebook.com/gregorygrahamgrantfineart/
- Scott Hiestand - Landscape and Wildlife Artist. https://scotthiestand.com/home.html
- Karlene McConnell - Abstract Artist. https://www.karlenemcconnell.com/
- Barbara Perrotti - Plein Air Artist. http://barbaraperrottistudios.com/Barbara%20Perrotti%20Old%20Florida%20Paintings.htm
- Sang Roberson-Ceramicist. https://bluespiral1.com/artist/728-sang-roberson
- Antoinette Slick-Abstract Artist. https://www.antoinetteslick.com/
- Akiko Sugiyama-Paper Collage Artist. https://www.bluespiral1.com/artist/721-akiko-sugiyama
- Margaret Schnebly Hodge. Abstract Artist. https://www.margarethodgeart.com

Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map



Box #	Description	Location	Size
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183	Traffic Signal Cabinet	N.E. corner of Granada Blvd. & N. Beach St.	44"x26"x55"
Behind 183	Fiber Optic Cable Hub	N.E. corner of Granada Blvd. & N. Beach St.	24"x23"x44"
184	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & John Anderson Dr.	44"x28"x55"
148	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Halifax Dr.	44"x28"x55"
206	Traffic Signal Cabinet	S.E. corner of Granada Blvd & S.R. A1A	44.25"x26"x76.75"
Beside 206	Fiber Optic Cable Hub	S.E. corner of Granada Blvd & S.R. A1A	24"x23"x44"

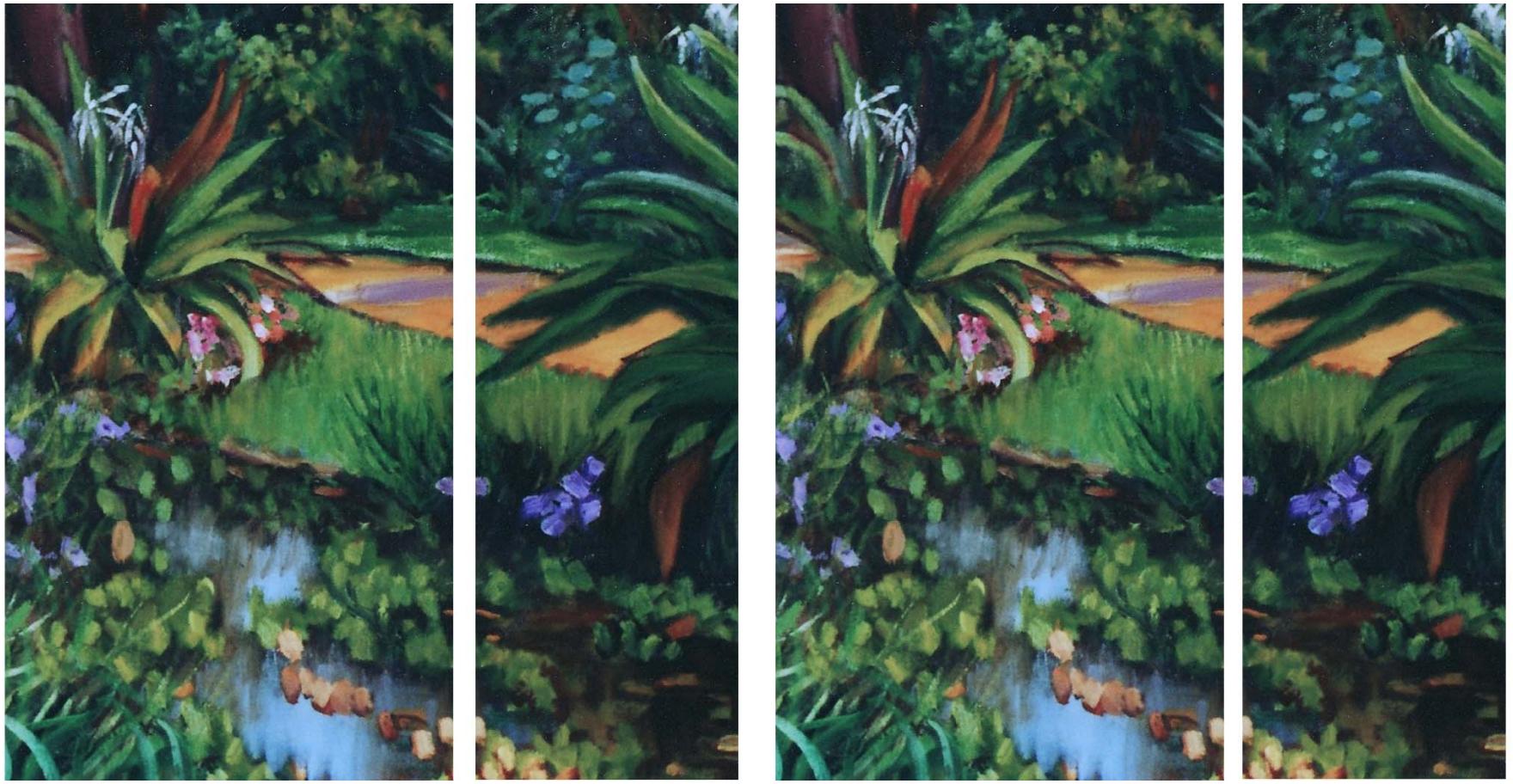
Traffic Signal Box #233

N.W. corner of Granada Blvd. & Orchard St.



Traffic Signal Box #233

N.W. corner of Granada Blvd. & Orchard St. (Barbara Perrotti-Plein Air artist)



|----------40.25”---------- ||------26”-------| |----------40.25”-----------||------26”------|

Height = 76.75”

Traffic Signal Box #204
S.E. corner of Granada Blvd. & S. Yonge St.



Traffic Signal Box #204

S.E. corner of Granada Blvd. & S. Yonge St. (Akiko Sugiyama-Paper Collage Artist)



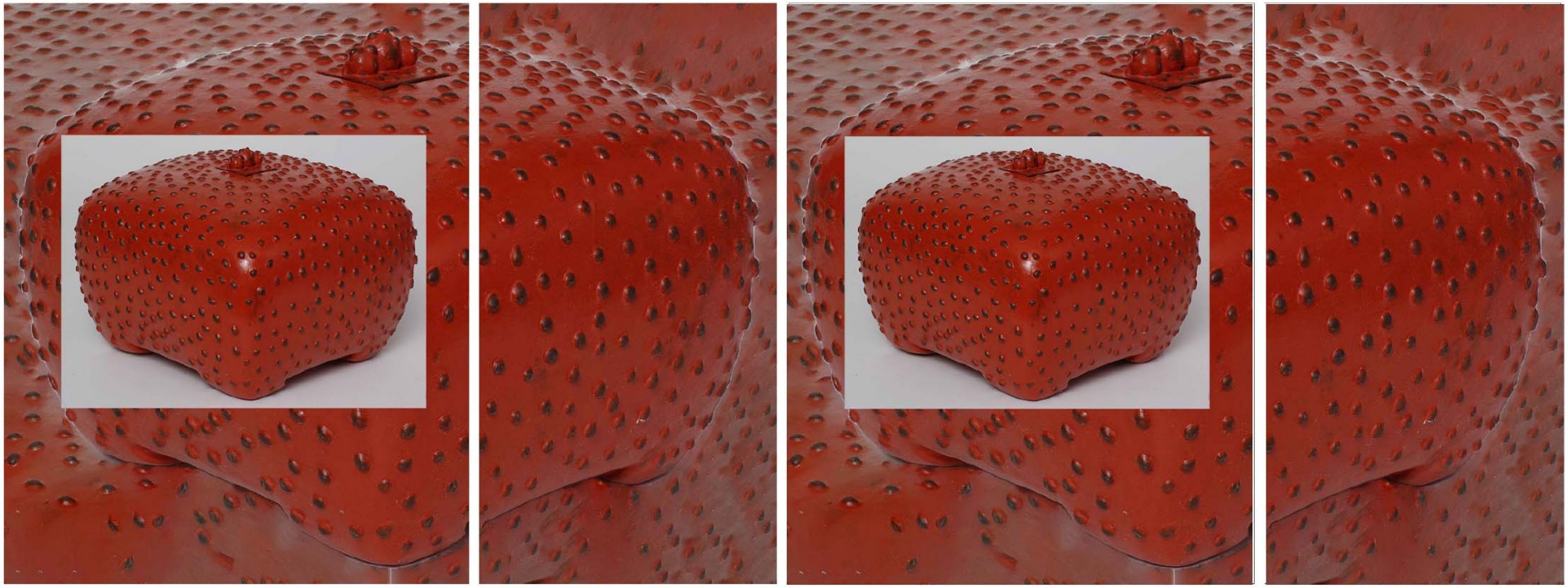
|----------44”----------||-------28”-------||----------44”----------||-------28”------|

Height = 76”

Traffic Signal Box #205
S.E. corner of Granada Blvd. & S. Ridgewood Ave.



Traffic Signal Box #205
S.E. corner of Granada Blvd. & S. Ridgewood Ave.
(Sang Roberson-Ceramicist)



|----------44”----------||-------28”-------||----------44”----------||-------28”------|

Height = 55”

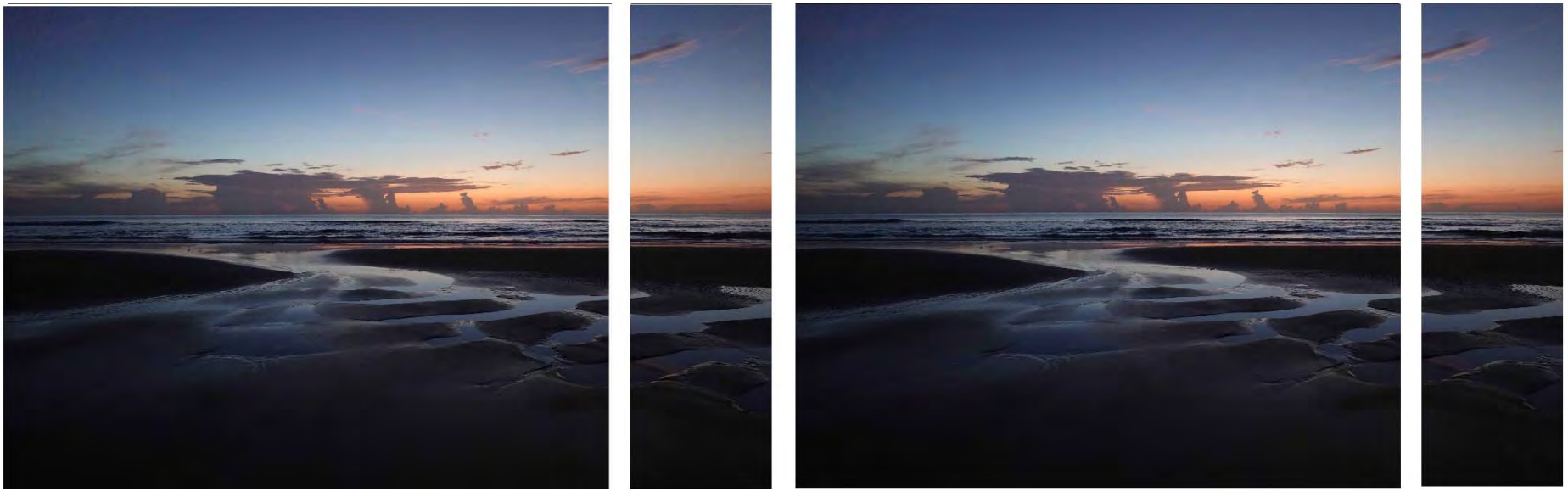
Streetlight Cabinet

60‘ S. of the S.E. corner of Granada Blvd. & Ridgewood Ave.



Streetlight Cabinet

60‘ S. of the S.E. corner of Granada Blvd. & Ridgewood Ave.
(Lee Dunkel- Florida Landscape Photographer)



|----------60”----------| |--14”--||----------60”----------||--14”--|

Height = 48”

Streetlight Cabinet
35‘ S. of the S.W. corner of Granada Blvd. & Lewis St.



Streetlight Cabinet
35‘ S. of the S.W. corner of Granada Blvd. & Lewis St.

(Gregory Grant-Portrait and Nature Artist)



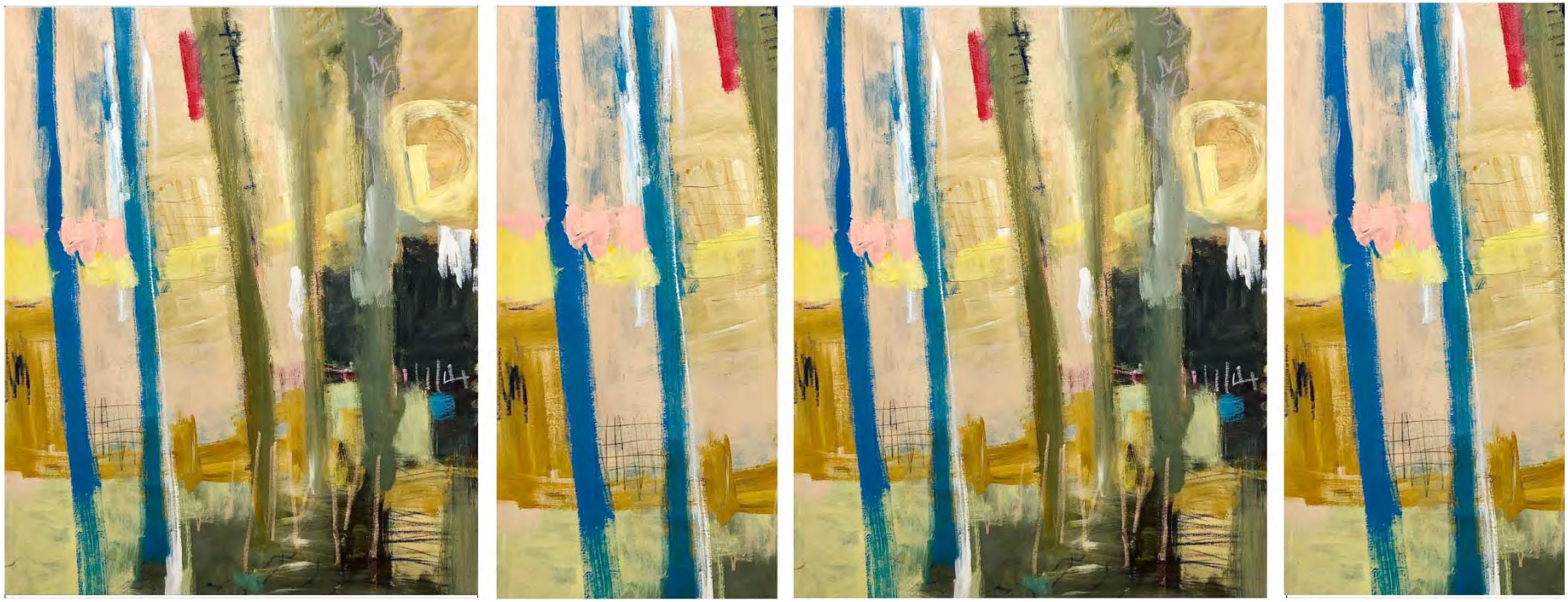
|----------60”----------||-9”-||----------60”----------||--9”-|

Height = 48”

Traffic Signal Box #183
N.E. corner of Granada Blvd. & N. Beach St.



Traffic Signal Box #183
N.E. corner of Granada Blvd. & N. Beach St.
(Karlene McConnell-Abstract Artist)



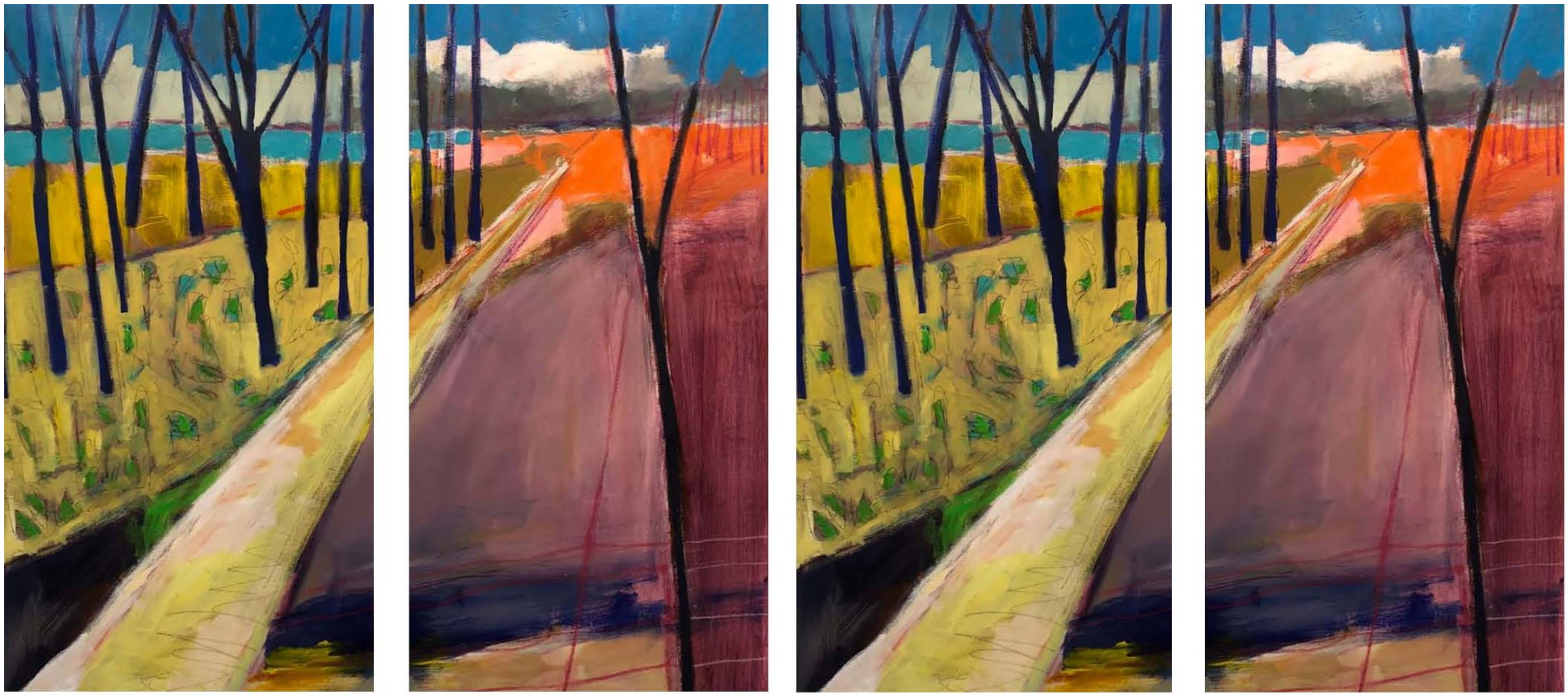
|----------44”----------||-------26”-------||----------44”----------||-------26”-------|

Height = 55”

Box behind Traffic Signal #183
N.E. corner of Granada Blvd. & N. Beach St.



Fiber Optic Cable Hub behind Traffic Signal #183
N.E. corner of Granada Blvd. & N. Beach St.
(Karlene McConnell-Abstract Artist)



|----------24”----------||----------23”----------||----------24”----------||----------23”----------|

Height = 44”

Traffic Signal Box #184
N.W. corner of Granada Blvd. & John Anderson Dr.



Traffic Signal Box #184
N.W. corner of Granada Blvd. & John Anderson Dr.
(Margaret Schnebly Hodge- Abstract Artist)



|----------44”----------||-------28”-----|



|----------44”----------||------28”------|

Height = 55”

Traffic Signal Box #148
N.W. corner of Granada Blvd. & Halifax Dr.



Traffic Signal Box #148
N.W. corner of Granada Blvd. & Halifax Dr.
(Scott Hiestand-Landscape and Wildlife Artist)



|----------44”----------||-------28”--------||----------44”----------||-------28”--------|

Height = 55”

Traffic Signal Box #206 & Box Next to #206
S.E. corner of Granada Blvd. & SR A1A



Traffic Signal Box #206

S.E. corner of Granada Blvd. & SR A1A (Antoinette Slick-Abstract artist)



|----------44.25”----------||------26”------| |- -------44.25”----------||-------26”------|

Height = 76.75”

Fiber Optic Cable Hub Next to #206
S.E. corner of Granada Blvd. & SR A1A (Antoinette Slick-Abstract artist)






|----------24”---------| |----------23”----------| |----------24”----------| |----------23”---------|

Height = 44”

REVIEW AND APPROVAL CRITERIA:

1. Whether the original or replica work of art, or special landscape feature has **historical or cultural significance**.
The cabinet wraps will be culturally significant since the designs are by Ormond master artists and replicas of existing art work.

2. Whether the original or replica work of art, or special landscape feature will **provide an aesthetic or economic benefit** to the city.
The cabinet wraps will be located on the east and west sides of the Granada bridge drawing attention to local businesses and sites of interest. The Ormond Beach Arts District intends to produce a walking map (similar to the one created by the Museum of Art DeLand) which will also be featured on the Ormond Beach MainStreet and Ormond Beach Arts District websites.

3. Whether the original or replica work of art, or special landscape feature will enhance the **aesthetic appearance of buildings, structures and open spaces, Including areas in or near public parks.**
The artistic wraps will greatly enhance the appearance of the traffic light and street light cabinets. See the photos of the existing cabinets and proposed artwork attached.

4. Whether the original or replica work of art, or special landscape feature will **provide an aesthetically pleasing attraction for residents and visitors**.
Features such as art on signal and streetlight cabinets are considered an enticement for pedestrians as they move from one destination to another. This element of visual surprise is partially why people love to come to downtowns, and contributes to a sense of place.

5. Whether the original or replica work of art, or special landscape feature will be **compatible with the character of the surrounding area in terms of size, scale, color, style, and material.**
The cabinet wraps will be compatible with the character of the surrounding area.

6. Whether the original or replica work of art, or special landscape feature **may encourage residents and visitors to support local businesses.**
As explained above, the cabinet wraps will be located on the east and west sides of the Granada bridge drawing attention to local businesses and sites of interest. The Ormond Beach Arts District intends to produce a walking map (similar to the one created by the Museum of Art DeLand) which will also be featured on the Ormond Beach MainStreet and Ormond Beach Arts District websites.

7. Whether the original or replica work of art, or special landscape feature will **enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan.**

The original Downtown Community Redevelopment Agency (CRA) Master Plan was completed in 2006 and updated in 2019. Implementing "aesthetic features by utilizing art, social events and cultural and historic assets to enhance the shared feeling of community" was established as a goal in 2006 and carried over to the updated plan. The cabinet wraps will be both consistent with the comprehensive plan and the downtown master plan.

8. The **location** of the original or replica work of art, or special landscape feature.
See attached Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map

9. The **cost** of the public art project.
The artists have all graciously agreed to give the City use of images of their work as part of this project without payment. The Ormond Beach Arts District has offered each artist a $200 stipend for the time required to select and review their images. The cost of artist invitational, design, and layout were provided by MainStreet and Ormond Beach Arts District members at no charge. The manufacturing and installation of the cabinet wraps have not been bid to date. Staff is expecting the cost to be around $10,000. The project will be funded from Fund 104-CRA.

10. The **qualifications of the artist.**
The nine invited artists are similar in the high quality of their work, but widely diverse in both their media and their cultural backgrounds. The artists are professional, well-recognized, and have been actively working and living in the City of Ormond Beach for at least the past 20 years. They are considered “Ormond Masters”.

SECTION 3

License Agreements Between Artist and City For Derivative Works of Art

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 SCOTT HIESMAN ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq*. Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Scott Hiestand
Address 103 Northside Dr.
Ormond Beach, FL 32174

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Artist Signature

Scott Hiestand
Artist Print Name

June 21-23
Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21st day of June, 2023 by Scott Hiestand, as artist, who (X) provided FL Drivers License as identification, or (_) who is personally known to me.

SARAH PADGETT
Notary Public - State of Florida
Commission # HH 194956
My Comm. Expires Feb 11, 2026

Notary Public, State of Florida
My Commission Expires: 2/11/2026

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Sara Roberson ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq*. Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Sara Roberson (Sandra)
Address 19 Orchard Ln
Ormond Beach, FL 32176

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Sandra Roberson (Sandra)
Artist Signature

SANDRA ROBERSON (SANDRA) 6-27-73
Artist Print Name **Date**

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 27 day of June, 2023 by Kimberlie Donson, as artist, who (_) provided Driver License as identification, or (_) who is personally known to me.

KDONSON
Notary Public, State of Florida
My Commission Expires: 1/30/2027

KIMBERLIE DONSON
Notary Public
State of Florida
Comm# HH355950
Expires 1/30/2027

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Margaret Schnebly Hodge ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated 9/21/2023, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment.** The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Margaret Schnebly Hodge
Address 36 N. Ridgewood Avenue
Ormond Beach FL 32174

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

Margaret Schnebly Hodge
Artist Signature

Margaret Schnebly Hodge
Artist Print Name

9/21/2023
Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21 day of September 2023 by Margaret Schnebly Hodge as artist, who (✓) provided FL. Dr. Lic. as identification, or (_) who is personally known to me.

MELISSA A MOCK
Notary Public - State of Florida
Commission # HH 226708
My Comm. Expires Feb 9, 2026
Bonded through National Notary Assn.

Melissa Mock
Notary Public, State of Florida
My Commission Expires: Feb. 9, 2026

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Lee Dunkel ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Lee Dunkel
Address 94 Ormond Pkwy
Ormond Beach,
FL 32176

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Lee Dunkel
Artist Signature

Lee Dunkel — June 30, 2023
Artist Print Name **Date**

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 30 day of June, 2023, by Lee Dunkel, as artist, who (✓ provided DL as identification, or (_) who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida
Jenna Gottlieb
My Commission HH 399495
Expires 5/17/2027

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Karlene McConnell ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Karlene McConnell
Address 1084 Shockney Drive
Ormond Beach, FL 32174

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Karlene McConnell
Artist Signature

Karlene McConnell
Artist Print Name

6-23-23
Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Karlene McConnell, as artist, who (X provided FL Drivers License as identification, or (_) who is personally known to me.

SARAH PADGETT
Notary Public - State of Florida
Commission # HH 194956
My Comm. Expires Feb 11, 2026

Notary Public, State of Florida
My Commission Expires: 2/11/24

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 GREGORY G. GRANT ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq*. Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name GREGORY G. GRANT
Address 571 LEEWAY TRAIL
ORMOND BEACH, FL
32114

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Artist Signature

GREGORY G. GRANT — **Artist Print Name**

7/18/2023 — **Date**

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 18th day of July, 2023, by Gregory G. Grant, as artist, who ( ) provided _____ as identification, or (✓) who is personally known to me.

Marcella Miller
Notary Public, State of Florida
My Commission Expires:

MARCELLA MILLER
Notary Public - State of Florida
Commission # HH 380636
My Comm. Expires May 12, 2027
Bonded through National Notary Assn.

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Barbara Perrotti ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq*. Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Barbara Perrotti
Address 1411 N. Beach St.
Ormond Beach, FL 32174

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Barbara Perrotti
Artist Signature

Barbara Perrotti — 2/24/23
Artist Print Name **Date**

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this Feb 24th day of 2023 by Barbara perrotti, as artist, who (☑) provided Drivers license as identification, or (☐) who is personally known to me.

AMY TODD
MY COMMISSION # HH 327554
EXPIRES: October 31 2026

Amy Todd
Notary Public, State of Florida
My Commission Expires:

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 Antoinette M. Slick ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap

created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated 6/27/23, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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

Artist
Name Antoinette M. Slick
Address 322 John Anderson Dr.
Ormond Beach, FL.
32176

9. **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.

10. **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.

11. **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

Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Antoinette M Slick
Artist Signature

Antoinette M. Slick — 6-28-23
Artist Print Name **Date**

STATE OF FLORIDA
COUNTY OF Vol

The foregoing instrument was acknowledged before me this 6 day of July, 2023 by Antoinette M Slick, as artist, who (X) provided FLDL as identification, or ( ) who is personally known to me.

JANET GILLESPIE
MY COMMISSION # HH 79515
EXPIRES: March 3, 2025

Notary Public, State of Florida
My Commission Expires:

CITY OF ORMOND BEACH

By: _____ Date: _____
BILL PARTINGTON
Mayor

By: _____ Date: _____
JOYCE SHANAHAN
City Manager

SECTION 5
License Agreement Between Artist and City of Ormond Beach Downtown Traffic Signal and Streetlight Cabinet Wrap Project Derivative Works of Art

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 AKIKO ~~SUGIYAMA~~ CARLSON ("Artist"), 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.**

A. Delivery of Artwork; purpose. Artist agrees to provide a digital image of their proposed Artwork to the City, or alternatively allow the City to temporarily take possession of the original Artwork for the purpose of creating a digital image of the Artwork, and to print such image or portions thereof in the form of a "Vinyl Wrap" as a derivative work to be installed on one or more traffic control boxes in project area of the City. The City expressly retains and reserves all rights, benefits, privileges, and limitations of sovereign immunity as provided in Section 768.28, Florida Statutes, and shall not provide insurance to cover loss, theft, or damage of original Artwork and/or of Artist's person, property, or interests. Insurance of original Artwork shall be in Artist's sole discretion and responsibility. Artist shall bear any and all risks of and actual loss, theft, and/or damage to the original Artwork.

B. License; alterations. Artist agrees to grant to the City an irrevocable, royalty-free license to digitally and/or photographically produce a derivative work from the image of the original Artwork, print such image or portion(s) thereof on one or more vinyl wraps ("Downtown Traffic Signal and Streetlight Cabinet Wrap Project"), install the Vinyl Wrap as a derivative work on one or more traffic control boxes in the defined project area of the City, and authorize third parties to do the same. Artist acknowledges and agrees that the process of photographing, digitizing, printing, and/or reproducing the image of Artwork on a vinyl wrap or wraps may require that the image, or portions thereof, be cropped, resized, or otherwise altered in order to transfer the image of the original Artwork onto a traffic control box as a derivative work of the Artwork, or for any other purpose, in the City's sole discretion.

C. Copyright. Artist and City agree that the Vinyl Wrap shall constitute a derivative work of the Artwork with a separate copyright. Artist shall maintain any copyright in the original Artwork. The City shall maintain the copyright of the derivative work and any product or component thereof, including the Vinyl Wrap created therefrom, which shall belong wholly to the City, and Artist shall not make any claim thereto. As to the derivative work:

1. Artist expressly waives any and all right, title, or interest in the images or products created using the derivative work. Artist understands that this waiver includes waivers of the exclusive rights of reproduction, adaptation, publication, and display.

2. Artist agrees to relinquish and waive any and all rights, title, and interest to the derivative work, images thereof, or images of any portion thereof, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq*. Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement

will govern and any such differences in the rights and duties created thereunder are expressly waived.

D. Artist is creator of Artwork. Artist warrants and represents that Artist is the sole creator of the Artwork; and that Artist is the lawful owner of all rights in the Artwork and the content depicted therein.

E. Ownership. The City shall own the digital image created from Artwork and any derivative work arising from a portion or product thereof, including the Vinyl Wrap created therefrom. The installation location(s) of the Vinyl Wrap created as a derivative work from the Artwork, if any, will be selected upon approval of the City Commission, and once installed, the City or it's designee may modify or remove, or allow modification or removal of same, in the City's sole discretion. The Artist specifically waives the right to claim any remedy concerning the alteration of any image of the Artwork or portion thereof for preparation of the derivative work, including the Vinyl Wrap created therefrom. The City shall not be obligated by this Agreement to install any Vinyl Wrap featuring the digital image of Artwork or any portion thereof.

F. Photographs. Artist consents to City's publication and/or use of any photographs, images, or recordings of Artist, Artwork, derivative works created using Artwork, and/or the Vinyl Wrap for promotional purposes. The Artist's Submittal Application dated _____, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall end upon completion of the Artist work and services described in Section 1, Scope of Work. The City's intellectual property copyrights granted for the derivative Vinyl Wrap work shall survive the termination of the agreement for a duration in accordance with the U.S. Copyright Act, (Title 17 U.S.C.A.) as amended.

3. **Consideration.** The Artist agrees perform the service of providing the City the use of images of their work without any costs to the City, a stipend may be offered to the Artist by the Ormond Beach Arts District as consideration of providing this service.

4. **Delivery.** The Artist shall complete the project within the time frame set forth on Exhibit "A".

5. **Assignment**. The Artist shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Artist's interest herein, or all or any part of any interest in the Artist, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

6. **Complete Agreement**. This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

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

8. **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	**Artist** CARLSON
Joyce Shanahan, City Manager	Name AKIKO ~~SUGIYAMA~~

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

Address 5 Bay Hill Dr.
Ormond Beach
Fl. 32174

9. **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.

10. **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.

11. **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 Artist are not materially affected, altered or impaired as a result of said judicial declaration.

12. **Conflicting Provisions.** The provisions in this agreement shall be liberally construed in favor of the City. 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.

13. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Artist 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 Artist or its subcontractors in the performance under this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final artiber of such claim.

14. **Effective Date**. This Agreement shall become effective upon the date last signed by the parties hereto.

Artist Signature

AKIKO CARLSON
Artist Print Name

7-11-2023
Date

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 11 day of July, 2023, by AKIKO CARLSON, as artist, who (✓) provided Florida Driver Lic as identification, or (_) who is personally known to me. + physically present.

Kimberly W. Lohmann

Notary Public, State of Florida

My Commission Expires:

KIMBERLY W LOHMANN
NOTARY PUBLIC
My Comm. Expires Dec. 08, 2025
No. 329100
STATE OF FLORIDA

CITY OF ORMOND BEACH

By: Date: _____
BILL PARTINGTON
Mayor

By: Date: _____
□□□JOYCE SHANAHAN
City Manager

SECTION 2
City of Ormond Beach
Application and Review for Public Art Project

PROJECT LOCATION(S):

See attached Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map

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PROJECT TITLE: Downtown Traffic Signal and Streetlight Cabinet Wrap Project

PROJECT DESCRIPTION: There are nine locations with a total of 11 cabinets proposed to be wrapped. Two of the locations are on City right-of-way and seven on FDOT right-of-way. See the Downtown Traffic Signal and Street Light Cabinet Wrap Project Table and detail attached.

Estimated Start Date: January 2024

Estimated Completion Date: May 2024

ARTIST INFORMATION:

- Lee Dunkle - Florida Landscape Photographer. https://leedunkel.com/
- Gregory Grant - Portrait and Nature Artist. https://www.facebook.com/gregorygrahamgrantfineart/
- Scott Hiestand - Landscape and Wildlife Artist. https://scotthiestand.com/home.html
- Karlene McConnell - Abstract Artist. https://www.karlenemcconnell.com/
- Barbara Perrotti - Plein Air Artist. http://barbaraperrottistudios.com/Barbara%20Perrotti%20Old%20Florida%20Paintings.htm
- Sang Roberson-Ceramicist. https://bluespiral1.com/artist/728-sang-roberson
- Antoinette Slick-Abstract Artist. https://www.antoinetteslick.com/
- Akiko Sugiyama-Paper Collage Artist. https://www.bluespiral1.com/artist/721-akiko-sugiyama
- Margaret Schnebly Hodge. Abstract Artist. https://www.margarethodgeart.com

Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map



Box #	Description	Location	Size
233	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Orchard St.	44.25"x26"x76.75"
204	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & S. Yonge St.	44"x28"x76"
205	Traffic Signal Cabinet	S.E. corner of Granada Blvd. & Ridgewood Ave.	44"x28"x55"
N/A	Streetlight Cabinet	60’ S. of the S.E. corner of Granada Blvd. & S. Ridgewood Ave.	60"x14"x48"
N/A	Streetlight Cabinet	35’ S. of the S.W. corner of Granada Blvd. & Lewis St.	60"x9"x48"
183	Traffic Signal Cabinet	N.E. corner of Granada Blvd. & N. Beach St.	44"x26"x55"
Behind 183	Fiber Optic Cable Hub	N.E. corner of Granada Blvd. & N. Beach St.	24"x23"x44"
184	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & John Anderson Dr.	44"x28"x55"
148	Traffic Signal Cabinet	N.W. corner of Granada Blvd. & Halifax Dr.	44"x28"x55"
206	Traffic Signal Cabinet	S.E. corner of Granada Blvd & S.R. A1A	44.25"x26"x76.75"
Beside 206	Fiber Optic Cable Hub	S.E. corner of Granada Blvd & S.R. A1A	24"x23"x44"

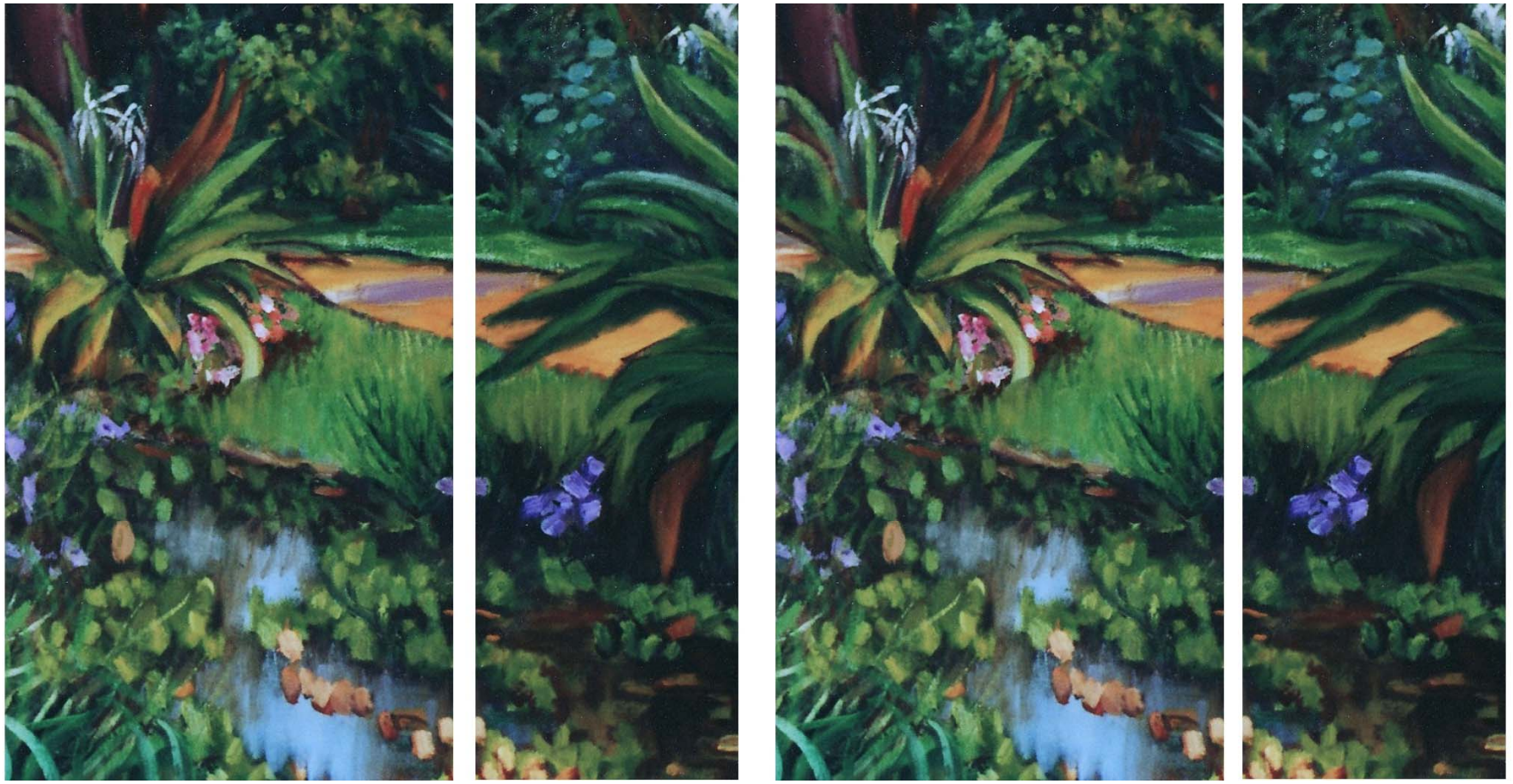
Traffic Signal Box #233

N.W. corner of Granada Blvd. & Orchard St.



Traffic Signal Box #233

N.W. corner of Granada Blvd. & Orchard St. (Barbara Perrotti-Plein Air artist)



|----------40.25”---------- ||------26”-------| |----------40.25”-----------||------26”------|

Height = 76.75”

Traffic Signal Box #204
S.E. corner of Granada Blvd. & S. Yonge St.



Traffic Signal Box #204

S.E. corner of Granada Blvd. & S. Yonge St. (Akiko Sugiyama-Paper Collage Artist)



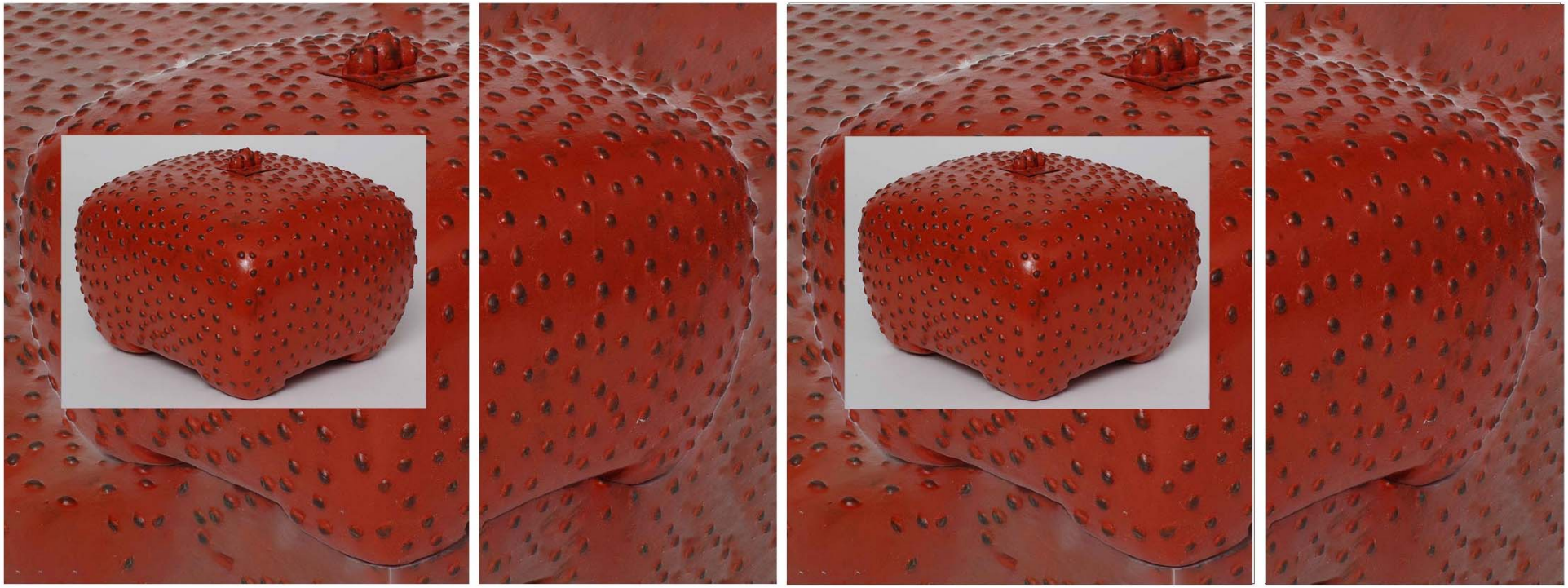
|----------44”----------||-------28”-------||----------44”----------||-------28”------|

Height = 76”

Traffic Signal Box #205
S.E. corner of Granada Blvd. & S. Ridgewood Ave.



Traffic Signal Box #205
S.E. corner of Granada Blvd. & S. Ridgewood Ave.
(Sang Roberson-Ceramicist)



|----------44”----------||-------28”-------||----------44”----------||-------28”------|

Height = 55”

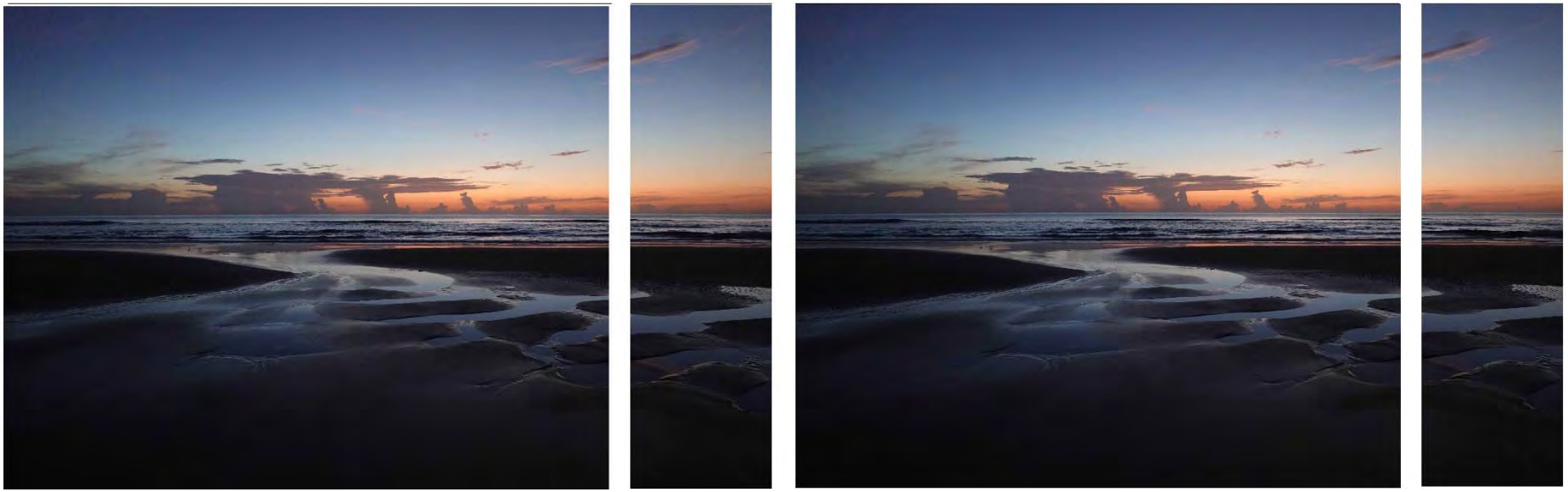
Streetlight Cabinet

60‘ S. of the S.E. corner of Granada Blvd. & Ridgewood Ave.



Streetlight Cabinet

60‘ S. of the S.E. corner of Granada Blvd. & Ridgewood Ave.
(Lee Dunkel- Florida Landscape Photographer)



|----------60”----------| |--14”--||----------60”----------||--14”--|

Height = 48”

Streetlight Cabinet
35‘ S. of the S.W. corner of Granada Blvd. & Lewis St.



Streetlight Cabinet
35‘ S. of the S.W. corner of Granada Blvd. & Lewis St.

(Gregory Grant-Portrait and Nature Artist)



|----------60”----------||-9”-||----------60”----------||--9”-|

Height = 48”

Traffic Signal Box #183
N.E. corner of Granada Blvd. & N. Beach St.



Traffic Signal Box #183
N.E. corner of Granada Blvd. & N. Beach St.
(Karlene McConnell-Abstract Artist)





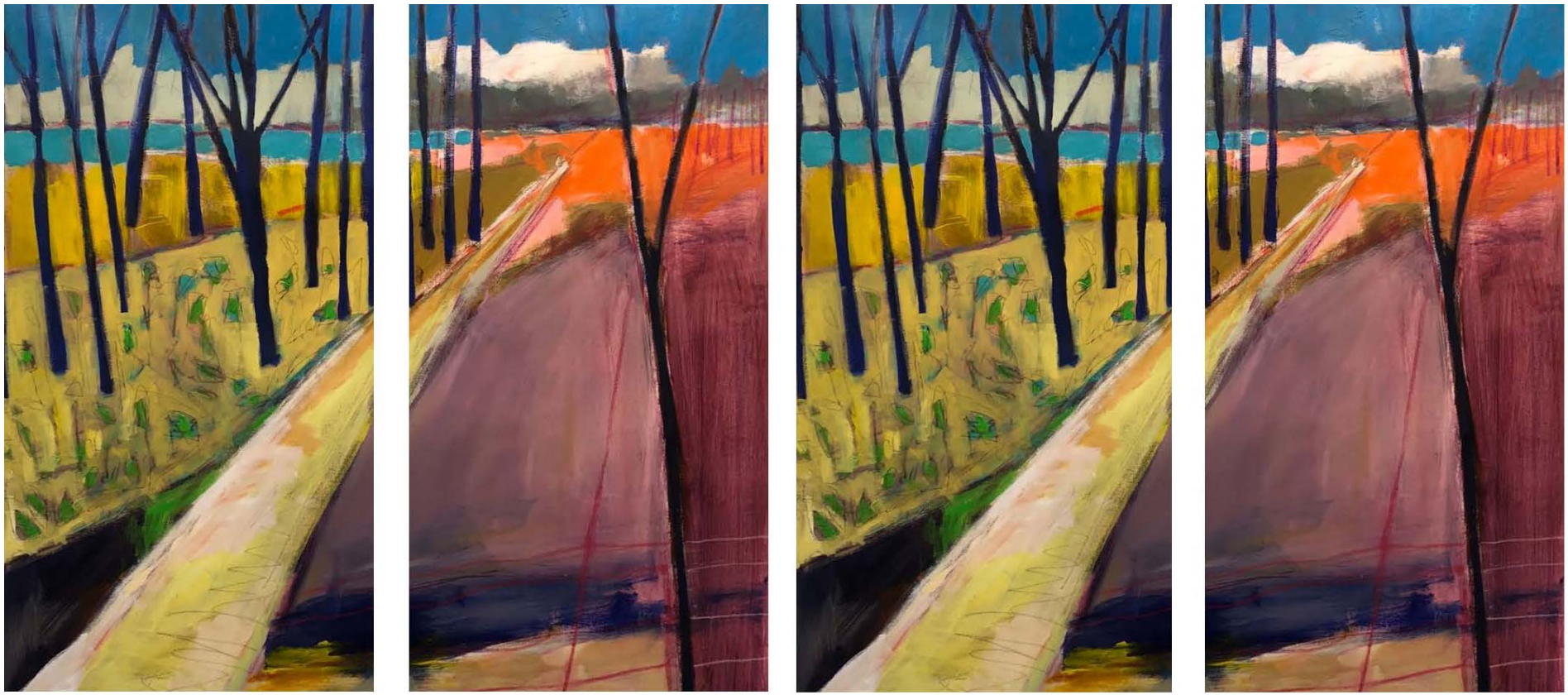

|----------44”----------||-------26”-------||----------44”----------||-------26”-------|

Height = 55”

Box behind Traffic Signal #183
N.E. corner of Granada Blvd. & N. Beach St.



Fiber Optic Cable Hub behind Traffic Signal #183
N.E. corner of Granada Blvd. & N. Beach St.
(Karlene McConnell-Abstract Artist)



|----------24”----------||----------23”----------||----------24”----------||----------23”----------|

Height = 44”

Traffic Signal Box #184
N.W. corner of Granada Blvd. & John Anderson Dr.



Traffic Signal Box #184
N.W. corner of Granada Blvd. & John Anderson Dr.
(Margaret Schnebly Hodge- Abstract Artist)



|----------44”----------||-------28”-----|



|----------44”----------||------28”------|

Height = 55”

Traffic Signal Box #148
N.W. corner of Granada Blvd. & Halifax Dr.



Traffic Signal Box #148
N.W. corner of Granada Blvd. & Halifax Dr.
(Scott Hiestand-Landscape and Wildlife Artist)



|----------44”----------||------28”-------||----------44”----------||------28”-------|

Height = 55”

Traffic Signal Box #206 & Box Next to #206
S.E. corner of Granada Blvd. & SR A1A



Traffic Signal Box #206

S.E. corner of Granada Blvd. & SR A1A (Antoinette Slick-Abstract artist)



|----------44.25”----------||-------26”-------| |- --------44.25”----------||--------26”-------|

Height = 76.75”

Fiber Optic Cable Hub Next to #206
S.E. corner of Granada Blvd. & SR A1A (Antoinette Slick-Abstract artist)






|----------24”---------| |----------23”----------| |----------24”----------| |----------23”---------|

Height = 44”

REVIEW AND APPROVAL CRITERIA:

1. Whether the original or replica work of art, or special landscape feature has **historical or cultural significance**.
The cabinet wraps will be culturally significant since the designs are by Ormond master artists and replicas of existing art work.

2. Whether the original or replica work of art, or special landscape feature will **provide an aesthetic or economic benefit** to the city.
The cabinet wraps will be located on the east and west sides of the Granada bridge drawing attention to local businesses and sites of interest. The Ormond Beach Arts District intends to produce a walking map (similar to the one created by the Museum of Art DeLand) which will also be featured on the Ormond Beach MainStreet and Ormond Beach Arts District websites.

3. Whether the original or replica work of art, or special landscape feature will enhance the **aesthetic appearance of buildings, structures and open spaces, Including areas in or near public parks.**
The artistic wraps will greatly enhance the appearance of the traffic light and street light cabinets. See the photos of the existing cabinets and proposed artwork attached.

4. Whether the original or replica work of art, or special landscape feature will **provide an aesthetically pleasing attraction for residents and visitors**.
Features such as art on signal and streetlight cabinets are considered an enticement for pedestrians as they move from one destination to another. This element of visual surprise is partially why people love to come to downtowns, and contributes to a sense of place.

5. Whether the original or replica work of art, or special landscape feature will be **compatible with the character of the surrounding area in terms of size, scale, color, style, and material.**
The cabinet wraps will be compatible with the character of the surrounding area.

6. Whether the original or replica work of art, or special landscape feature **may encourage residents and visitors to support local businesses.**
As explained above, the cabinet wraps will be located on the east and west sides of the Granada bridge drawing attention to local businesses and sites of interest. The Ormond Beach Arts District intends to produce a walking map (similar to the one created by the Museum of Art DeLand) which will also be featured on the Ormond Beach MainStreet and Ormond Beach Arts District websites.

7. Whether the original or replica work of art, or special landscape feature will **enhance the general welfare of the community consistent with the city's comprehensive plan and downtown master plan.**

The original Downtown Community Redevelopment Agency (CRA) Master Plan was completed in 2006 and updated in 2019. Implementing "aesthetic features by utilizing art, social events and cultural and historic assets to enhance the shared feeling of community" was established as a goal in 2006 and carried over to the updated plan. The cabinet wraps will be both consistent with the comprehensive plan and the downtown master plan.

8. The **location** of the original or replica work of art, or special landscape feature.
See attached Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map

9. The **cost** of the public art project.
The artists have all graciously agreed to give the City use of images of their work as part of this project without payment. The Ormond Beach Arts District has offered each artist a $200 stipend for the time required to select and review their images. The cost of artist invitational, design, and layout were provided by MainStreet and Ormond Beach Arts District members at no charge. The manufacturing and installation of the cabinet wraps have not been bid to date. Staff is expecting the cost to be around $10,000. The project will be funded from Fund 104-CRA.

10. The **qualifications of the artist.**
The nine invited artists are similar in the high quality of their work, but widely diverse in both their media and their cultural backgrounds. The artists are professional, well-recognized, and have been actively working and living in the City of Ormond Beach for at least the past 20 years. They are considered “Ormond Masters”.

Ormond Beach MainStreet
P.O. Box 2917
Ormond Beach, FL 32175
Phone: (386) 492-2938

A Florida MainStreet Community

Executive Committee 2023-2024

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Whitney Williams, Design Committee Chair
John Adams, Economic Vitality Chair

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Caryn Baker
Dorian Burt
Robert Coleman
Frank Ganz
Billie Joe Kaler
Jennifer King
Thomas MacDonald
Paul Osterndorf
Bill Partington, II
Lisa Rademacher
Bill Rice
Ashlee Selman
Judith Stein
Sam Walter

Ex Officio Members

Lori Tolland, Ormond Beach City Commissioner
Steven Spraker, Planning Director City of Ormond Beach
Debbie Cotton, President & CEO Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Executive Director
Rebecca Parker

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Ritchey Buick GMC
S.R. Perrott

November 3, 2023

Ms. Becky Weedo
Senior Planner
Planning Department
City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

Re: Signal box project

Dear Ms. Weedo,

Thank you for making a presentation to the Ormond Beach Main Street Board of Directors on October 9, 2023. Your "Downtown Traffic Signal & Streetlight Cabinet" presentation was well received and the Board voted enthusiastically to support the upcoming project.

As you know, Ormond Beach MainStreet considers street level beautification projects a high priority. Adding art to the district corridor is a great way to increase vitality in the area and encourage new and returning visitors to spend more time in our CRA to enjoy all it has to offer.

We appreciate all the time and effort that you and the City staff have put into making this project a reality. Please let us know if there is anything else you need to support this project during the FDOT and City Commission approval process.

Sincerely,

Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
386-492-2938

M I N U T E S

ORMOND BEACH ARTS DISTRICT BOARD

Regular Meeting

October 25, 2023 5:00 PM

Ormond Beach City Hall
City Commission CR 103
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

President Parker called the meeting to order at 5:03 p.m.

II. ROLL CALL

Members Present	Staff Present
Rene Adams	Becky Weedo, AICP, Senior Planner
Meg Evans	Marcella Miller, Secretary
Thays Franca (absent)	Julia Truilo, Ormond Beach Arts District Staff
Lucy Jackman	
Theresa Lieberman	
Libby Vescovi	
Judith Stein	
Victoria Jones (absent)	
Stephanie Mason-Teague, Ex-Officio (absent)	
Marc Schwartz, Ex-Officio	
Becky Parker, President	

Guests
Karlene McConnell

III. ADMINISTRATIVE ITEMS

Ms. Miller called role of the members.

III. RULES OF PROCEDURE FOR PUBLIC ART

Ms. Parker asked the Board if there were any comments on the Rules of Procedure for Public Art and entertained a motion.

Ms. Evans made a motion to recommend approval for the Rules of Procedure for Public Art. Ms. Jackman seconded the motion. Vote was called and the motion was unanimously approved (6-0).

III. APPROVAL OF THE MINUTES

DRAFT

A. June 15, 2022

Ms. Parker mentioned that Ms. Truilo's name was spelled incorrectly in the minutes and asked if there were any other corrections. Ms. Parker entertained a motion for the amended June 15, 2022 minutes.

Ms. Evans made a motion to recommend approval for the amended June 15, 2022 Minutes. Ms. Jackman seconded the motion. Vote was called and the motion was unanimously approved (6-0).

IV. NEW BUSINESS

2023-085: Downtown CRA Public Art Review for Cabinet Wraps

President Parker opened the public hearing for 2023-085.

Ms. Weedo explained the request from the City of Ormond Beach for a public art application review for nine traffic signals and two street light cabinet wraps along West and East Granada Boulevard in the Downtown Community Redevelopment Area, to be reviewed per section 18-4 of the City of Ormond Beach Code of Ordinances.

Ms. Weedo displayed the Downtown Traffic Signal and Streetlight Cabinet Wrap Project Map and showed where the cabinet wraps will be located. She stated that staff recommends that the Ormond Beach Arts District Board recommend approval of the application for public art consistent with the Code of Ordinance per section 18-4.

Mr. Swartz asked for verification if all of the traffic signal boxes selected for the cabinet wraps are in the Downtown Overlay District. Ms. Weedo replied that they are and that they start at Orchard Street, where the west limits of the CRA begins, and ends at the beach approach on the east side of the city limits.

Ms. Parker asked if there were any comments, discussion or questions regarding the application and entertained a motion for approval from the Ormond Beach Art District Board of Directors that the application meets the requirements of the Ormond Beach Public Art Ordinance.

Ms. Stein made a motion to recommend approval of 2023-085: Downtown CRA Public Art Review for Cabinet Wraps. Ms. Evans seconded the motion. Vote was called and the motion was unanimously approved (6-0).

Ms. Parker closed the public hearing.

V. OTHER BUSINESS

President Parker asked if there was any other business to discuss.

Ms. Weedo stated that there may be another Ormond Beach Arts District Board meeting in the near future. Mr. Selby is finalizing a mural for his building.

VI. PUBLIC COMMENTS

Ms. Stein announced that the Ormond Beach Arts District Board is going to host a sculpture exhibit in approximately one year. It will exist of 400-600 pound, bronze sculptures created by Mr. Stuart Johnson, Artist. Mr. Johnson creates sculptures of people doing everyday things. The Ormond Beach Arts District Board will discuss renting 10 of his sculptures to

place in various positions around the MainStreet District. It will be proposed for November 2024 for approximately six months.

Ms. Truilo introduced Ms. Karlene McConnell, one of the artists who was a guest at the meeting. Ms. McConnell expressed her excitement for the upcoming endeavor.

VII. ADJOURNMENT

The meeting was adjourned at 5:15 p.m.

Respectfully submitted,

_____

Marcella Miller, Recording Secretary

ATTEST:

_____

Becky Parker, President

Minutes transcribed by Marcella Miller.

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 9.A

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	City Attorney Evaluation		
Summary:	This is a discussion item to review the city attorney's performance evaluations. The individual evaluations from the mayor and each commissioner, as well as an evaluation summary are attached for your reference. The city attorney serves as legal counsel to the city commission, city manager, all city departments and divisions, and all city advisory boards and committees. The city attorney is also responsible for handling a variety of legal matters, including transactional matters, liability claims, and litigation. The laws affecting the operation of local government agencies change frequently and the nuances in law can be challenging to navigate. I am fortunate to work with experienced legal staff, and I am privileged to work with a city manager and her staff who are the best in the business. The success we enjoy is the result of their dedicated public service and is a reflection of your evaluations. The evaluation form included ten categories utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest attainable score for each evaluation is 50 points (and the highest attainable cumulative score for all evaluations combined is 250 points). A brief summary of the evaluations follows: Mayor Partington: 50 points (Average Score: 5.0) Deputy Mayor Briley: 50 points (Average Score: 5.0) Commissioner Persis: 50 points (Average Score: 5.0) Commissioner Sargent: 48.8 points (Average Score: 4.88) Commissioner Tolland: 50 points (Average Score: 5.0) Total Cumulative Points: 248.8 points (Cumulative Ave Score: 4.976)		

	I appreciate very much the continued confidence the city commission has entrusted to my legal stewardship. The legal work is challenging and is most rewarding when we succeed in helping the city manager and the city commission achieve goals that enhance the quality of life for Ormond Beach residents.
Financial Impact:	None
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	Accept as presented.
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217
Attachments:	1. City Attorney Evaluation Summary 2. Mayor Partington 3. Commissioner Briley 4. Commissioner Persis 5. Commissioner Sargent 6. Commissioner Tolland
Approval:	Kelly McGuire, Finance Director 12/1/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

2023 EVALUATION SUMMARY OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.9 Tolland: Many times he has provided me with information/advice on principles and applications related to ordinances.				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.8 Tolland: Prompt response; provides alternative ways of problem solving, offering best practice. Has been presented with many complex issues.				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.8				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.8 Tolland: Keeps commission appraised of litigation concerns and provides clarity to commissioners on how to avoid potential liability.				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial)				Sargent	Briley Partington Persis Sargent Tolland

- Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)	Comments: Sargent: 4.8 Tolland: Always professional! Always present!				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					Briley Partington Persis Sargent Tolland
	Comments: Sargent: 5.0 Tolland: Interaction between city manager and staff is respectful, congenial and professional.				
VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					Briley Partington Persis Sargent Tolland
	Comments: Sargent: 5.0 Tolland: Always available for questions big and small; prompt on responsiveness; present at meetings.				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.8 Tolland: Even with the complexity of the fuel farm issue – willing to go over and above to assist commissioners by speaking to resident concerns.				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise				Sargent	Briley Partington Persis Sargent Tolland
	Comments: Sargent: 4.9				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					Briley Partington Persis Sargent Tolland
	Comments: Sargent: 5.0 Tolland: Many opportunities to work closely with county, state and federal agencies.				

Overall Rating
Highest attainable score for each evaluation: 50 points
Highest attainable cumulative score for all evaluations combined: 250 points

Mayor Partington:	***50 points***	***(Average Score: 5.0)***
Commissioner Briley:	***50 points***	***(Average Score: 5.0)***
Commissioner Persis:	***50 points***	***(Average Score: 5.0)***
Commissioner Sargent:	***48.8 points***	***(Average Score: 4.88)***
Commissioner Tolland:	***50 points***	***(Average Score: 5.0)***
Total cumulative points:	***248.8 points***	***(Cumulative Average Score: 4.976)***

SECTION II.
Commission Member Comments

Mayor Partington: Randy continues to function at a very high level! In a world that is becoming increasingly combative and litigious, Ormond Beach residents are very lucky to have Randy's years of experience and legal acumen in their corner.

Commissioner Briley: Randy is a great asset to our city! He is a valued resource and always keeps our advisory boards and city commission "on task" when faced with issues – controversial or not. Always available for commission questions and concerns. Randy always explains legal issues to the commission in a manner we all can understand.

Commissioner Persis: Randy Hayes displays an honest and impartial management style. He demonstrates knowledge of legal principles, regulations and ordinances. He maintains positive relations with community groups and organizations. His sound judgment and legal advice is timely and forthright. The City of Ormond Beach is lucky to have Randy Hayes as the City Attorney. Thank you for all you do.

Commissioner Sargent: Mr. Hayes is an outstanding city attorney. Amazing leadership and dedication to his work. I have the highest level of respect and trust in all he does. Ormond Beach is fortunate to have him.

Commissioner Tolland: I enjoy working with Mr. Hayes. I have 100% confidence in his ability to protect the residents of Ormond Beach and Commissioners. He is always professional, available and provides sound leadership. We are blessed to have Mr. Hayes as our city attorney.

2023 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
	Comments:				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
	Comments:				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
	Comments:				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
	Comments:				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
	Comments:				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
	Comments:				

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments:				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments:				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Randy continues to function at a very high level! In a world that is becoming increasingly combative and litigious Ormond Beach residents are very lucky to have Randy's years of experience and legal acumen in their corner.

Evaluation Completed by: Bill Partington **Date:** 11/9/2023

2023 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					✓
	Comments:				
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					✓
	Comments:				
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					✓
	Comments:				
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					✓
	Comments:				
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					✓
	Comments:				
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
	Comments:				

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments:				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					✓
	Comments:				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					✓
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points) 50

SECTION II.
Commission Member Comments

Randy is a great asset to our city! He is a valued resource and always keeps our Advisory Boards and City Commission "on task" when faced with issues - controversial or not. Always available for commission questions and concerns. Randy always explains legal issues to the Commission in a manner we all can understand.

Evaluation Completed by: Randolph Bailey **Date:** 10/10/23

2023 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes

Date of Hire: April 1, 1993

Section I.	Place a mark in the box that applies.				
Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					X
II.	Comments:				
III. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					X
IV.	Comments:				
V. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					X
VI.	Comments:				
VII. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					X
VIII.	Comments:				
IX. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					X
X.	Comments:				
XI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives					X

- Responsive to requests, timely in making replies						
XII.	Comments:					

XIII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					X
XIV.	Comments:				
XV. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					X
XVI.	Comments:				
XVII. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					X
XVIII.	Comments:				
XIX. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					X
XX.	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Randy Hayes displays an honest and impartial management style. He demonstrates knowledge of legal principles, regulations and ordinances. He maintains positive relations with community groups and organizations. His sound judgment and legal advice is timely and forthright. The City of Ormond Beach is lucky to have Randy Hayes as the City Attorney. Thank you for all you do.

2023 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions				✓	✓
Comments:				4.9	
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally				✓	✓
Comments:				4.8	
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members				✓	✓
Comments:				4.8	
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures				✓	✓
Comments:				4.8	
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)				✓	✓
Comments:				4.8	
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					✓
Comments:					5.0

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					✓
	Comments:				5.0
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees				✓	✓
	Comments:				4.8
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise				✓	✓
	Comments:				4.9
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					✓
	Comments:				5.0

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

MR. Hayes is an outstanding City Attorney. Amazing Leadership and dedication to his work. I have the highest level of respect and trust in all he does. Ormond Beach is fortunate to have him.

Evaluation Completed by: Travis Sargent **Date:** 11/1/23

2023 EVALUATION OF CITY ATTORNEY

Name: Randal A. Hayes **Date of Hire: April 1, 1993**

Section I. Professional Skills	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Legal Competency - Knowledge of legal principles, applications, regulations & ordinances - Impartial interpretation of Florida statutes and City codes - Research and response to requests for legal opinions					5
Comments: many times has provided me with information/ advice on principles & applications related to ordinances -					
II. Problem Solving/Decision Making - Level of analysis of issues and identification of alternatives - Timeliness and appropriateness of decisions with regard to the nature of issues and available resources - Accepts responsibility for decisions proactively/professionally					5
Comments: Prompt response: provides alternative ways of problem solving, offering best practices Has been presented to many complex issues					
III. Management of the Department - Plans & organizes work that carries out policies adopted by the City Commission - Effective at working with City Manager/employees - Effective at working within department budget - Effective at leading/directing/developing team of staff members					5
Comments:					
IV. Management of Litigation/Claims - Effectively manages litigation/claims - Informs City Manager and City Commission of significant legal issues - Provides legal advice to City Manager and City Commission regarding liability-avoidance measures					5
Comments: Keeps commission appraised of litigation concerns and provides clarity to commissioner on how to avoid potential liability -					
V. Management Style - Soundness of judgment (rational, creative, decisive, ethical) - Honesty/fairness (open, straightforward, and impartial) - Professionalism (consistent with legal professional standards) - Flexibility and resiliency (timely, energetic response to change)					5
Comments: always professional! always present!					
VI. Interaction with City Manager - Spirit of cooperation without compromising objectivity - Integration of strategic planning initiatives - Responsive to requests, timely in making replies					5
Comments: interaction between city manager & staff is respectful and congenial & professional					

VII. Relationships with City Commission - Prompt and proper response to requests - Timely informative updates on current issues - Review agenda items to ensure legal compliance (Fed/State/Local) - Attendance at commission meetings; provides legal advice, as appropriate					5
	Comments: always available for questions big & small prompt on responsiveness, present @ meetings				
VIII. Community Relations - Maintains image of the City, to the community, that represents service and professionalism - Maintains a relationship with the legal community as it relates to City services/activities - Encourages an attitude of helpfulness, courtesy, and sensitivity to public, and among employees					5
	Comments: Even with the complexity of the fuel farm issue - willing to go over & above to assist commissioner by speaking to residents concerns				
IX. Communications - Verbal and written, within City/Dept. and with City Commission - Facilitates flow of information about City issues to the City Manager and employees, City Commission, and the public - Timely, forthright, open, and concise					5
	Comments:				
X. Intergovernmental Relations - Works to maintain positive relationships with other governmental units (County, State, and Federal agencies)					5
	Comments: many opportunities to work closely with county & state & federal agencies				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

I enjoy working with Mr Hayes. I have 100% confidence in his ability to protect the residents of Ormond Beach and Commissioners. He is always professional, available and provides sound leadership. We are blessed to have Mr. Hayes as our city attorney. ☺

Evaluation Completed by: L. Tolland **Date:** 9/20/23

City of Ormond Beach
AGENDA ITEM

December 19, 2023 - City Commission

Number: 9.B

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager Evaluation		
Summary:	This is a discussion item to review the City Manager's performance evaluations. The individual evaluations from the Mayor and each Commissioner, as well as an evaluation summary are attached for your reference. The City Manager serves as the chief administrative officer of the city and carries out the policy direction of the mayor and city commission and is responsible for the administration of all city affairs. The City Manager is also responsive for the preparation and submission of the annual budget, budget message, and capital program. The evaluation form includes five categories with a total of 11 questions, utilizing a point rating system of: 1 (Unsatisfactory), 2 (Improvement Needed), 3 (Meets Expectations), 4 (Exceeds Expectations), and 5 (Outstanding). The highest attainable score for each evaluation is 55 points (and the highest attainable cumulative score for all evaluations combined is 275 points). A brief summary of the evaluations follows: Mayor Partington: 50 points (Average Score: 4.55) Deputy Mayor Briley: 55 points (Average Score: 5.0) Commissioner Persis: 55 points (Average Score: 5.0) Commissioner Sargent: 53.5 points (Average Score: 4.86) Commissioner Tolland: 55 points (Average Score: 5.0) Total Cumulative Points: 268.5 points (Cumulative Average Score: 4.88) Thank you for the opportunity to continue to serve as your City Manager. It is a privilege to work with such a dedicated City Commission whose steadfast leadership guides our city through the unusual and challenging circumstances presented this year. I am also grateful for		

	the hard work of our City Attorney whose vast knowledge and expertise continues to provide exceptional guidance and legal assistance that is unmatched in his profession. As always, our entire City staff continues to take great pride in their work and is unmatched in their level of service to the City and its citizens.
Financial Impact:	None
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	Accept as presented.
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200
Attachments:	1. CM Evaluation Mayor Partington 2023 2. CM Evaluation Commissioner Briley 2023 3. CM Evaluation Commissioner Persis 2023 4. CM Evaluation Commissioner Sargent 2023 5. CM Evaluation Commissioner Tolland 2023 6. CM Summary Evaluation 2023 7. 2023 Strategic Plan Update 8. State of the City Brochure 2023
Approval:	Kelly McGuire, Finance Director 12/6/2023 Claire Whitley, Assistant City Manager 12/8/2023 Joyce Shanahan, City Manager 12/13/2023

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✓
	Comments:				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments:				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✓
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Joyce continues to function and achieve at a very high level! Her excellent work ethic speaks for itself. Ormond Beach is lucky to have a City Manager who consistently contributes measurable high value to both our residents and the commission's goals and objectives.

Evaluation Completed by: Bill Partington **Date:** 11/9/2023

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	□nsatisfactory 1	Improvement Needed 2	Meets □xpectations 3	□xceeds □xpectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✔
	Comments□				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					✔
	Comments□				
III. Personnel Management - □ffectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					✔
	Comments□				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✔
	Comments□				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					✔
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✔
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✔
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✔
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✔
	Comments□				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media in□uiries and concerns - Handles disputes or complaints involving citizens in an effective, e□uitable, timely, and professional manner - □ffectively utilizes communication platforms					✔
	Comments□				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✔
	Comments□				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Joyce continues to be a tremendous asset to our city. She always makes herself available to the Commission and our residents alike. Joyce responds to Commissioner and citizen requests In a Timely Manner. It's evident that Joyce truly cares about our city and our residents.

Evaluation Completed by: Harold Briley 10/13/2023 **Date:** 10/12/2023

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					X
	Comments:				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					X
	Comments:				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					X
	Comments:				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					X
	Comments:				

V.. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					X
	Comments:				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					X
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					X
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					X
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					X
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					X
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					X
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Joyce Shanahan is a highly effective and positive leader. She continually demonstrates knowledge of all aspects of municipal government, anticipates the needs of the city and represents the city in a professional manner. We are fortunate to have Joyce as our city manager. Thank you for all you do.

Evaluation Completed by: Susan A. Persis **Date:** 9-18-23

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					✓
	Comments: Ms. Shanahan does an outstanding job representing the City in the highest regard. Alway professional and with high integrity.				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes				✓	
	Comments: **4.5**				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources				✓	
	Comments: **4.5**				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					✓
	Comments:				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames				✓	
	Comments: 4.5				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					✓
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					✓
	Comments:				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					✓
	Comments:				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					✓
	Comments:				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					✓
	Comments:				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					✓
	Comments:				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

Ormond Beach is fortunate to have Ms. Shanahan as the CEO of the City. She is a true leader with the highest degree of integrity. Taking great pride in all she does. Her experience and ability to ability to hire department leaders is invaluable to operations on the City. I am looking forward to working with Ms. Shannan for as long as I am able to serve the community as Zone 2 City Commissioner.

Evaluation Completed by: Travis Sargent **Date:** 10/10/23

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I. Professional Skills	Place a mark in the box that applies.				
	Unsatisfactory 1	Improvement Needed 2	Meets Expectations 3	Exceeds Expectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					5
	Comments: Always provides professional leadership in all arenas. I trust her integrity and ability to handle all that comes her way, often providing welcomed suggestions to be pro-active.				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes					5
	Comments: Never impulsive – Her experience and background provides sound leadership & problem solving – Offers suggestions & qualifications when asked.				
III. Personnel Management - Effectuates sound personnel selection and placement policies - Promotes the "public service role" for City employees, emphasizing exemplary performance - Motivates personnel through leadership and training - Makes proper assignment of staff and appropriate use of resources					5
	Comments: A true public servant and servants heart!				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - Develops new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency - Conforms to high standards of the profession					5
	Comments: • Government organization is clearly • designed by role & responsibilities. • Works well with others in various agencies and does not shy away from reaching out when needed –				

V. Planning and Organization - Works with Commission to develop long and short-term goals and objectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic objectives with appropriate time frames					5
	Comments: Workshops scheduled to organize Commission goals & strategies and priorities = Sets realistic goals that are obtainable even when presented with pie in the sky ambitious goals —				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					5
	Comments:				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provides the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through adequate system controls, cost saving measures, and the economical utilization of manpower, material and equipment - Develops and administers an effective program of grantsmanship					5 am
	Comments: • with a financial background, the city manager provides sound & realistic fiduciary goals — • Ms. Shanahan utilizes her staff and challenges staff to be fiscal guardians while providing optimal service to residents —				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and policy making role, and promptly responds to requests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					5
	Comments: Encourages open dialogue and informs commissioner weekly through email and does not hesitate to pick up phone when needed.				

IX. Relationship with City Attorney - Demonstrates ability to cooperate, work, and communicate with City Attorney					5
	Comments: City manager often refers to city attorney for help in a cooperative manner. Both are professional and courteous.				
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media inquiries and concerns - Handles disputes or complaints involving citizens in an effective, equitable, timely, and professional manner - Effectively utilizes communication platforms					5
	Comments: City manager will attend community functions and participates in community events – on a personal level she is always responsive to needs/concerns of the individual resident. She addresses these issues in a timely manner.				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					5
	Comments: Always! Proud of her leadership and respect from others in the government world.				

Overall Rating
(To be calculated based upon total review points)

SECTION II.
Commission Member Comments

I enjoy working with Ms Shanahan. She provides knowledge and experience that I require as a represent the residents of Ormond Beach. She is professional and caring – and we are very blessed to have her leadership

Evaluation Completed by: L. Ollard **Date:** 9/20/23

2023 EVALUATION SUMMARY OF CITY MANAGER

Name: Joyce Shanahan **Date of Hire: Feb 02, 2009**

Section I.	Place a mark in the box that applies.				
Professional Skills	□nsatisfactory 1	Improvement Needed 2	Meets □xpectations 3	□xceeds □xpectations 4	Outstanding 5
I. Leadership - Represents the City in a professional manner - Demonstrates a high degree of integrity - Handles difficult situations in a professional and proactive manner					Partington Tolland Sargent Persis Briley
	Comments□				
II. Problem Solving/Decision Making - Makes timely decisions that are well thought out and in the best interest of the City - Identifies effective, efficient, and innovative solutions to problems and considers all available alternatives before making recommendations to the Commission - Accepts responsibility for outcomes				Sargent	Partington Tolland Persis Briley
	Comments□ .				
III. Personnel Management - □ffectuates sound personnel selection and placement policies - Promotes and supports the “public service role” for City employees and emphasizes exemplary performance - Motivates personnel through leadership and training - Make proper assignment of staff and appropriate use of resources				Sargent	Tolland Persis Briley
	Comments□				
IV. Job Knowledge and Competencies - Demonstrates knowledge of all aspects of municipal government and has working knowledge of state and federal government - □ses initiative to develop new programs to meet the needs of the City or resolve identified problems - Implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency					Partington Tolland Sargent Persis Briley
	Comments□				

- Conforms to high standards of the profession					
V. Planning and Organization - Works with Commission to develop long and short-term goals and ob□ectives - Plans and organizes work that carries out policies adopted by the City Commission - Demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs - Sets realistic ob□ectives with appropriate time frames				Sargent	Partington Tolland Persis Briley
	Comments□				
VI. Legislative - Advise the Commission on relevant legislation and developments in the area of public policy affecting the City of Ormond Beach					Partington Tolland Sargent Persis Briley
	Comments□				
VII. Financial Management - Presents a recommended annual budget which closely represents the goals of the Commission - Provide the Commission with timely and sufficient financial reports - Implements sound management practices and policies to maintain or achieve a sound long-term financial condition - Controls operational and capital costs through ade□uate system controls, cost saving measures, and the economical utilization of manpower, material and e□uipment - Develops and administers an effective program of grantsmanship					Partington Tolland Sargent Persis Briley
	Comments□				
VIII. Relationship with City Commission - Develops and maintains an effective and professional dialogue with City Commission - Keeps Commission informed of current issues about matters critical to the Commission's goals and					Partington Tolland Sargent Persis Briley

policy making role, and promptly responds to re□uests for information - Reports departmental and staff activities to the Commission in an appropriate and timely manner					
	Comments□ .				
IX. Relationship with City Attorney - Demonstrates ability to cooperate, work and communicate with City Attorney					Partington Tolland Sargent Persis Briley
X. Community and Media Relations - Maintains positive relations with community groups and organizations, and attends community functions - Responds in a timely manner to resident and media in□uiries and concerns - Handles disputes or complaints involving citizens in an effective, e□uitable, timely, and professional manner - □ffectively utilizes communication platforms					Partington Tolland Sargent Persis Briley
	Comments□				
XI. Intergovernmental Relations - Deals effectively with other governments and governmental agencies in representing the City of Ormond Beach					Partington Tolland Sargent Persis Briley
	Comments□				

Overall Rating
Highest Attainable score for each evaluation: 55
Highest attainable cumulative score for all evaluations combined: 275 points

	Points	Overall Score
Mayor Partington	50	4.55
Commissioner Tolland	55	5.00
Commissioner Sargent	53.5	4.86
Commissioner Persis	55	5.00
Commissioner Briley	55	5.00
Total Cumulative Point	268.5	4.88

SECTION II.
Commission Member Comments

Mayor Partington Joyce continues to function and achieve at a very high level Her excellent work ethics speaks for itself. Ormond Beach is lucky to have a City Manager who consistently contributes measurable high value to both our residents and the Commission's goals and objectives.

Commissioner Sargent Ormond Beach is fortunate to have Ms. Shanahan as the C O of the City. She is a true leader with the highest degree of integrity. Taking great pride in all she does. Her experience and ability to hire department leaders is invaluable to operations on the City. I am looking forward to working with Ms. Shanahan or as long as I am able to serve the community as Zone 2 City Commissioner.

Commissioner Tolland I en oy working with Ms. Shanahan. She provides knowledge and experience that I re uire as I represent the residents of Ormond Beach. She is professional and caring – and we are very blessed to have her leadership.

Commissioner Persis Joyce Shanahan is a highly effective and positive leader. She continually demonstrates knowledge of all aspects of municipal government, anticipates the needs of the City and represents the city in a professional manner. We are fortunate to have Joyce as our City Manager. Thank you for all you do.

Commissioner Briley Joyce continues to be a tremendous asset to our city. She always makes herself available to the Commission and our residents alike. Joyce responds to Commissioner and citizen re uests in a timely manner. It's evident that Joyce truly cares about our city and our residents.

CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

AUGUST 2023



MISSION STATEMENT

To ensure Ormond Beach is one of the most attractive, stimulating and innovative communities in Florida, while protecting our rich history and maintaining our unique charm. Boasting an environment where our children can thrive, with a prosperously diverse and balanced economy, within a fiscally strong community. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.

CITY COMMISSION

Mayor
Bill Partington

Deputy Mayor & Zone 4 Commissioner Harold Briley

Zone 1 Commissioner
Lori Tolland

Zone 2 Commissioner
Travis Sargent

Zone 3 Commissioner
Susan Persis

STRATEGIC PLANNING PROCESS

In a remarkable expansion of our citizen engagement process, Ormond Beach launched the OB Life project in 2018, which included six community meetings to address community issues such as development, transportation, environment, public safety, leisure services, and economic development. The input gathered from community members became a valuable resource for the strategic planning workshop, attended by the Mayor, City Commissioners, City Manager, City Attorney, and senior staff in February 2019.

During the workshop, Commissioners identified overall strategic issues and specific objectives for the city to accomplish in the next few years and published this to residents as the Strategic Plan. The City continues to utilize the OB life platform as a way to engage citizens when important issues arise and publishes annual progress updates.

In January of 2023, the City Commission met to reaffirm their commitment to the goals set for the City Ormond Beach and refine their priority objectives for implementation. They set new strategic objectives to support these goals and will use these throughout the budgeting process to ensure timely accomplishment.

MAYOR'S MESSAGE

BILL PARTINGTON

As Mayor of Ormond Beach, I cannot stress enough how essential it is for us to listen to our residents and incorporate their valuable feedback in all of our decisions. The OB Life project and its series of community forums were a fantastic way for us to engage with our residents and learn about their vision for our city's future. It's not just limited to that - we value every single email, survey, and suggestion that we receive from our residents because it's these insights that help us understand what truly matters to all of us.



2023 IDENTIFIED STRATEGIC ISSUES

1. **TRANSPORTATION & COMMUNITY DEVELOPMENT**
2. **ECONOMIC DEVELOPMENT**
3. **GOVERNANCE**
4. **PUBLIC SAFETY**
5. **QUALITY OF LIFE**
6. **WATER QUALITY & THE ENVIRONMENT**



TOP PRIORITIES

- Expand reclaimed water system and reuse pond out West (8 votes)
- Upgrade City Commission chambers technology (7 votes)
- New Police Department and EOC West of town (7 votes)
- Reuse or repurpose the Riverbend property (5 votes)
- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)



★ *Updates indicated with yellow star on the following pages.*

TRANSPORTATION & COMMUNITY DEVELOPMENT

GOAL STATEMENT

To ensure the charm and rich history of our community is well-maintained through orderly development and redevelopment utilizing existing infra-structure, including utility service areas outside the City's municipal boundaries.

- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
  - Project successful in obtaining legislative funding assistance; City staff working with Florida Department of Economic Opportunity to prepare Project Scope and grant contract for "Downtown Community Center" planning and design.
- Update airport operations, including noise abatement (3 votes)
- Encourage ER/medical presence on the beachside (3 votes)
- Build park/community center west of I-95 (2 votes)
  - Hosted (3) staff meetings to discuss potential location and usage. Portions of the staff committee discussed potential 27 acre land acquisition west of 95.
- US-1 and I-95 Interchange construction (2 votes)
  - ·Project included in State of Florida's Moving Florida Forward Plan; and included as project budgeted for funding.
  - ·PD&E portion of project completed, this project is progressing from planning to design phase with FDOT.
- Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)
  - ·Staff has reached out to FDOT, currently reviewing examples of other pledge Ordinances, Resolutions, Commission Items. Working toward September Commission Date for Commission Presentation.

ECONOMIC DEVELOPMENT

GOAL STATEMENT

To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction.

- Reuse or repurpose Riverbend property (5 votes)
  - GAI Consultants are finalizing the concepts and report on the airport property.
- Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)
  - Forte Frozen expanded. They invested $4 million to add e-commerce operation. Anticipated to add 50 new jobs in 2 years.
  - Valiant Modular expanded their facility to add additional capacity, retaining their workforce.
  - EconDev Dept has responded to 8 Requests for Information from Team Volusia Economic Development Corporation.
  - EconDev Dept has seven active projects related to business expansion and attraction in the city.
  - City received state appropriations in the amount of $750,000 as a match to city funds to expand the business park, providing sites available for the expansion of target industry.



GOVERNANCE

- Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)
  - Reviewing applicable software and determining the next steps in the acquisition of audio and video equipment.
- Electronic information sign for upcoming events (2 votes)
  - Based on City Commission direction, a discussion item regarding electronic changeable copy signage is being assembled, including previous actions on the topic.
- Website redesign (2 votes)
  - Multiple vendor meetings have taken place and staff is reviewing full pricing details and scheduling for development timelines.

GOAL STATEMENT

To build and maintain strong governance practices internally and externally through continued civic engagement efforts with residents, effective management and operational policies, and strategic partnerships with other governments and agencies to support the city's directions.



PUBLIC SAFETY

- New Police Department and EOC West of town (7 votes)
  - Project unsuccessful in obtaining legislative funding assistance
  - City staff reviewing Requests for Proposals from other municipalities to perform space / needs analysis.
  - Attend monthly update meetings to discuss projects on a monthly basis.
  - Work with City GIS staff to create updated maps for location options.
  - Reviewed maps with city manager, assistant city manager, to discuss options.
- Convert city parking lots to LED (3 votes)
- Review and look at the DARE program and other programs (2 votes)
- Develop an aggressive dog ordinance (2 votes)

GOAL STATEMENT

To provide a safe and secure city that maintains a sense of security and responsiveness for all residents by protecting and serving our community through the provision of effective, efficient and responsive emergency services.



QUALITY OF LIFE

- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Complete Doug Thomas Way (3 votes)
  - ·Design and bidding complete. Project construction contract scheduled for award by City Commission at their September 6 meeting.
- Maintain lights downtown and add bridge uplighting (2 votes)
  - ·Bridge uplighting requirements to be reviewed. Project specification for Cassen Park renovations to include accommodations for Bridge uplighting improvements.
- Rehab Chief Tomokie statue (2 votes)
  - Spoke with DEP Park Management to discuss history of the statue, including usage, repairs, maintenance, and current overall condition.
  - Meeting to determine next steps and interest in a joint project for refurbishment.
- Mental wellness signage and resources on the website/first responder assistance (2 votes)

GOAL STATEMENT

To ensure Ormond Beach remains the crown jewel of central Florida, by providing for the quality, quantity and variety of passive and active recreation areas and facilities to serve the needs of our community.

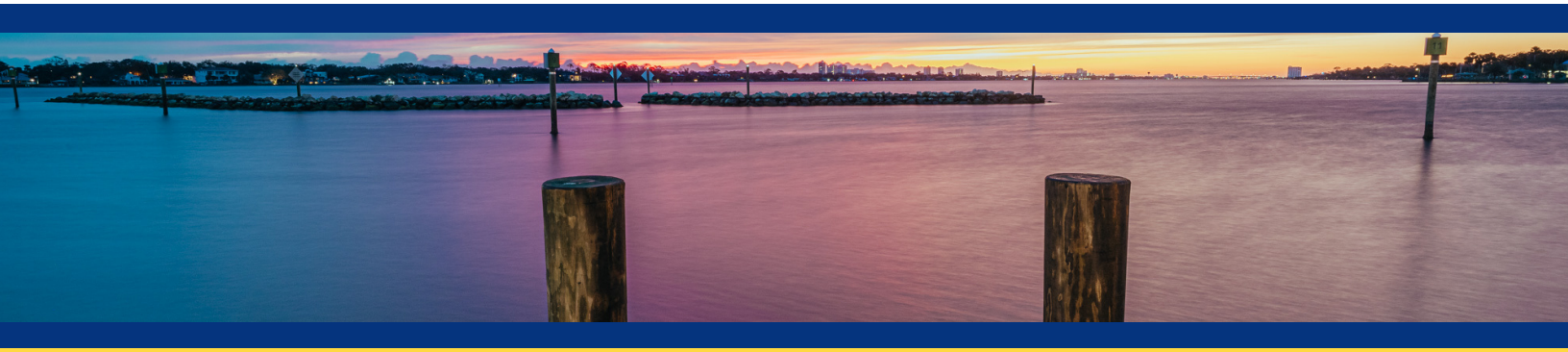


WATER QUALITY & THE ENVIRONMENT

GOAL STATEMENT

To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents

- Expand reclaimed water system and reuse pond out West (8 votes)
  - ·Comments from seller provided to City, City Attorney's office reviewing with regards to contract.
  - ·City has provided draft scope of work to SJRWMD and is working with SJRWMD to finalize grant agreement for cooperative funding grant.
  - ·Survey of Airport Road on-going for design of up-sized reclaimed water transmission main.
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)
  - ·Staff working to finalize project management contract covering public outreach component.
- Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)
  - Planning a social media campaign to bring impact and awareness of single use plastics, bags and Styrofoam goods.
  - Planning a series of educational sessions regarding benefits of alternative vessels.
  - Planning a series of educational sessions focusing on wildlife impact of single use items.



OCTOBER 2023

CITY OF ORMOND BEACH

ADVANCING INNOVATION



Thomas Edison once said, “There's a way to do it better - find it!” Here in Ormond Beach, we've truly taken this principle to heart.

In line with this year's theme, '**Advancing Innovation**,' we've seen groundbreaking developments and significant progress in various sectors, showing that **Ormond Beach is not just keeping up with the times but is truly shaping the future.**

Innovation happens here in Ormond Beach, from dental robotic implants, medical device manufacturing, the latest skin care products, or locally roasted coffee; companies in Ormond Beach make products and provide services **known the world over for quality and reliability**.

Ormond Beach companies compete in the global marketplace with the support of our pro-business environment and strong labor force. Since January of this year, more than **690 jobs have been added to the economy**, a positive trend as local companies continue trailblazing a new path.





Left to Right: City Commissioner Zone 1: Lori Tolland, City Commissioner Zone 2: Travis Sargent, Mayor: Bill Partington, City Commissioner Zone 3: Susan Persis, Deputy Mayor and City Commissioner Zone 4: Harold Briley

The Ormond Beach City Commission approved a fiscally responsible and balanced budget while maintaining our excellent service levels for the 2022-23 fiscal year.

As part of an ongoing commitment to public safety, the Commission established a special fund to meet the needs of our first responders. **This year, 4.2 cents of every tax dollar was dedicated to public safety.**



Annual Christmas Parade Reception



Memorial Day Annual Remembrance Ceremony



Meeting with Congressman Waltz in Washington D.C.



Penland Property Ribbon Cutting



Police Unity Tour
in Washington D.C.



Washington D.C. Meetings on
Capitol Hill



SONC Basketball Ribbon Cutting



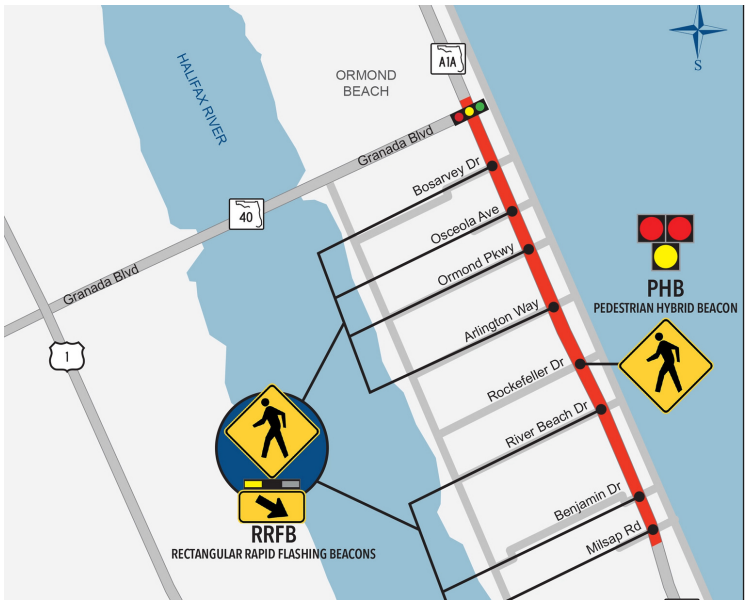
National League of Cities



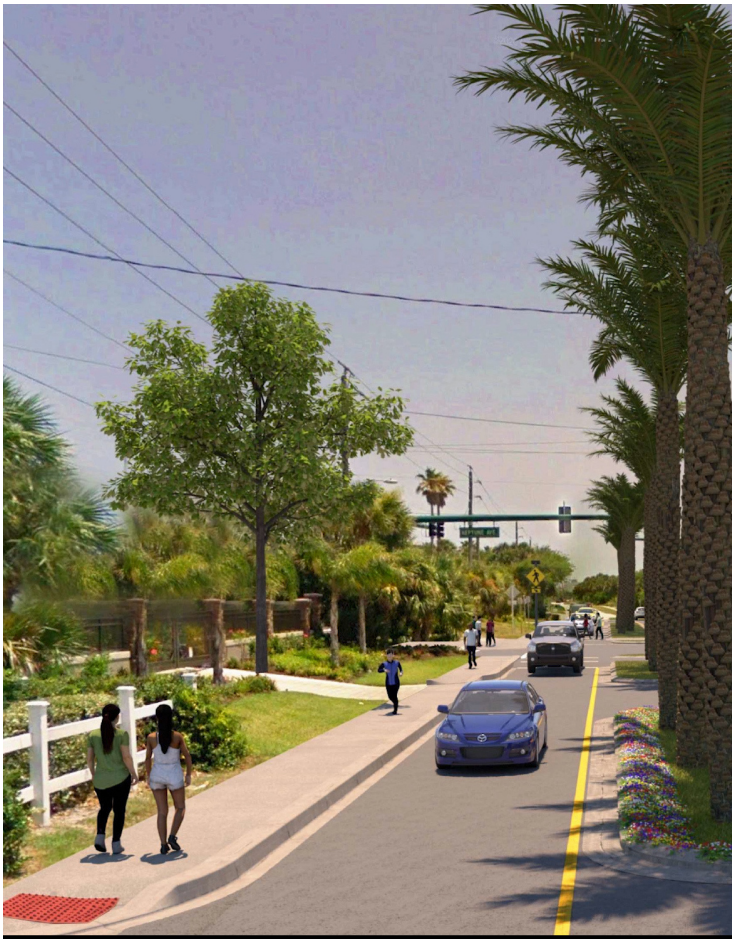
Move Florida Forward I-95 & US-1
Interchange Funding Announcement



Mayor's Health and Fitness
Challenge Winners



Pedestrian safety and connectivity along the city's corridors has long been identified as a priority by residents. Future improvements are planned for Granada Blvd from Yonge Street to A1A and from A1A north to Sandra Drive**. These projects will slow driving speeds, improve pedestrian safety,** and encourage multi-modal use.



Commercial corridors serve as the lifelines for economic interaction, bridging the community to services, jobs, and entertainment. Enhancements on these critical roads are boosting transportation systems and fostering connectivity. The FDOT project to install **seven new pedestrian crossings on A1A equipped with Rectangular Rapid Flashing Beacons** will greatly improve traffic and safety along this corridor, with completion anticipated early next year.



New features will include directional medians, raised mid-block crossings with pedestrian-activated signals, and a ten-foot shared-use path. These strategic enhancements not only prioritize safety but also aim to **foster a more vibrant business environment,** ensuring our city's commercial avenues remain dynamic and prosperous.



This year the city advocated for and received approximately **$7.5 million dollars in State Appropriations** for three important water projects. The first project is a stormwater pump station and force main to provide flood control benefits in the Central Park area and thereby decrease chronic flooding.



Ormond Beach is committed to adopting new technologies and practices to boost the performance, efficiency, and reliability of water systems and the sustainability of our environment.

Earlier this year, the City, Volusia County, and St. Johns River Water Management District celebrated the purchase of 19 acres of land known as the Penland and Pomerenke property. It is also the **city's first partnership with Volusia Forever.** This joint effort will preserve environmentally sensitive land for its natural resources for future generations while allowing the City to expand recreational opportunities for our residents. This joint partnership helps the city continue its legacy of environmental stewardship.



The second project will construct a reclaimed water storage reservoir and pumping facilities, which will **reduce the City's discharge to the Halifax River to less than ten percent**. The third project will complete a watermain loop along SR 40 and Airport Road, which will provide consistent water pressure, ensure water quality, and provide for continued growth in this area.

BUDGET HIGHLIGHTS





PUBLIC SAFETY

- In FY 2021-2022, the Commission approved a dedicated millage exclusively for Public Safety vehicles and equipment. In the current FY 2022-2023, nine additional police vehicles and a fire brush truck will be replaced, and a wholesale tactical equipment replacement is planned, as is the purchase of two additional commercial gear dryers.

- The FY 2023-2024 budget proposes to continue the City's commitment to provide necessary resources for Public Safety. The proposed budget includes increasing the dedicated millage for public safety vehicles and equipment to maintain the ability to replace the same number of vehicles as last year. The proposed budget also provides for the addition of two new Police Officers and one Fire Inspector, the complete replacement of all tasers and body cameras, and the implementation of an enhanced fire hydrant inspection program.

LEISURE SERVICES | PUBLIC WORKS | IT

A new dedicated millage for Leisure Services will fund the **reconstruction of Nova fields 2-5 and the purchase of LED lighting at the Ormond Beach Sports Complex.** Additional funding for Facilities Renewal and Replacement will allow for the **purchase of playground equipment, roof repairs, and HVAC replacement**. Three additional Treatment Plant Operators, a Solid Waste Contract Manager, and a Public Works Operations Manager are proposed to ensure continued quality service in the areas of street maintenance, stormwater management, solid waste collection, and water distribution and treatment. A **new telephone communication system** to replace our 1980s system that failed during hurricanes Ian and Nicole, as well as software to **enhance cybersecurity**, have also been included in the proposed budget.

ORMOND BEACH BY THE NUMBERS:

71,076 Police Calls For Service
6,431 Crime Reports Completed
7,146 Uniform Traffic Citations
66 Police Outreach Events

8,132 Fire/Medical Incident Responses
236 Fires Mitigated, including 23 Structure Fires & 28 Brush/Wildland Fires
Dollars Saved from Fires Mitigated: ~$28+ Million

53 Proclamations Issued
29,445 Pages of Agenda Packets Prepared
995 Public Records Requests Processed

Volunteer Hours Donated:
660+ to the Performing Arts Center
700+ to South Ormond Neighborhood Center
992+ to the Sports Complex
665+ to the Environmental Discovery Center
9,783+ to The Casements
300+ to the Nova Community Center
820+ to the Police Department
Volunteer Hours Total Valued at $442,656

5,967 Permits Issued
Valued $176+ Million

1,004 Events, Programs & Activities Held
7,120+ Children Enrolled in Sports Programming

Government Finance Officers Association Distinguished Budget Award
Certificate of Achievement for Excellence in Financial Reporting Award

4.12 Miles of City Streets Repaved













Ormond Beach Fire Department



September 11th Memorial Stair Climb



Community Training



Ethan Wilson Memorial Service

Ormond Beach Police Department



CHAMPS Donation Celebration



Officer Stokes Retirement



Police Accreditation Acceptance








92














ORMOND BEACH
POLICE
POLICE
77-0731
















BUTTERFLY &
HUMMINGBIRD
FLOWERS



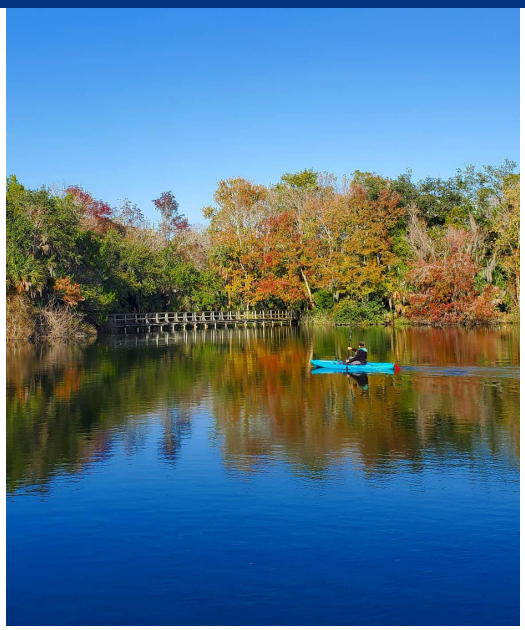

ORMOND BEACH

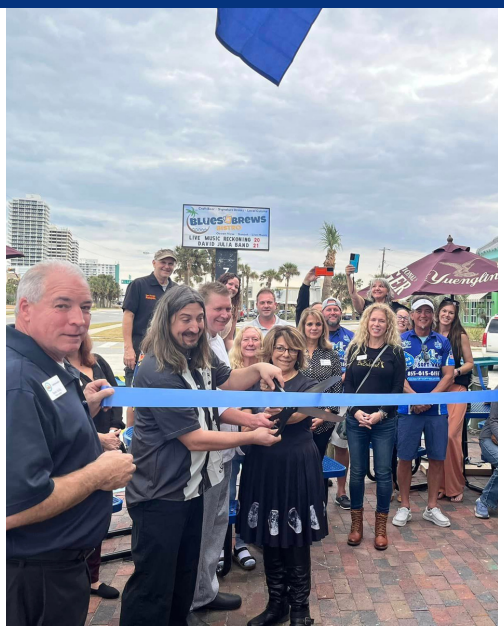







Leadership Class
ORMOND
LEADERSHIP
PROGRAM






SORAYA


ORMOND BEACH
YOUTH LEADERSHIP
Shaping Future Leaders Today


PHYSICAL
THERAPY
140


BOSS
HOW TO ENHANCE YOUR
SOCIAL MEDIA PRESENCE
TUESDAY, FEBRUARY 28
8:30AM-10:30AM


ORMOND BEACH POLICE


ORMOND BEACH
CHAMBER of COMMERCE
After Hours
Welcome!






ORMOND
Burger Week
2023
EAT &


the crepevine
fast • fresh • friendly












GRANADA










83


OFC. R. TAYLOR









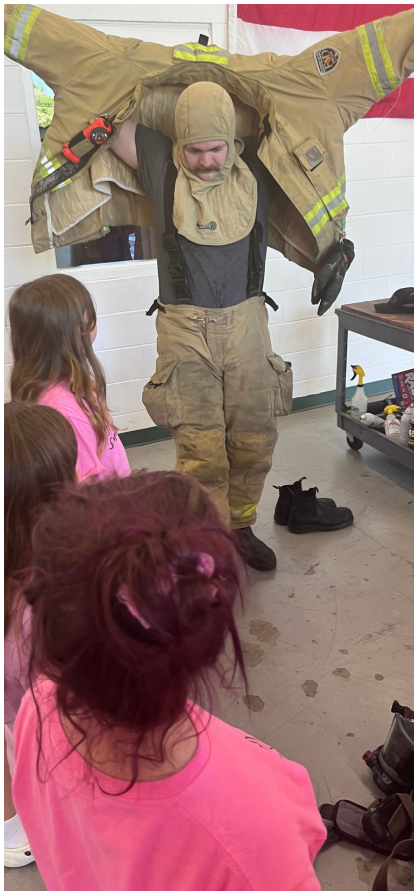

32
53
8
17
9
0
14




Salty Dogs
DIY
Dog Wash

THANK YOU FIRST RESPONDERS















Watch the State of the City 2023 video at: OrmondBeach.org/SOTC or scan the QR code with your mobile device.

SCAN ME