AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING
September 18, 2024
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. PRESENTATIONS AND PROCLAMATIONS

A. Recognition of Florida Legislators

B. Evelyn Rebostini

5. ADOPTION OF FISCAL YEAR 2024-2025 MILLAGE RATES AND BUDGET

A. **RESOLUTION NO. 2024-146**: A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024-2025; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-25:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - September 4, 2024

8. 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. 2024-147:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND FENCE SERVICE, INC. D/B/A AAA DUMPSTER RENTAL AND D/B/A F.S.I. ROLL OFF CONTAINER SERVICE REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-148:** A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR SERVICES FROM EMPIRE COMPUTING AND CONSULTING, INC. FOR BARRACUDA BACKUP PROTECTION; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-149:** A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET DISINFECTION CONVERSION PROJECT, UNDER BID NO. 2024-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-151:** A RESOLUTION ACCEPTING A PROPOSAL FROM MCKIM & CREED, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-152:** A RESOLUTION AUTHORIZING AN EMERGENCY PROCUREMENT OF A HIPOWER PORTABLE GENERATOR FROM ALTERNATIVE POWER SOLUTIONS, INC. FOR USE AT THE HUDSON WELL FIELD IN THE HUNTERS RIDGE SUBDIVISION; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-153:** A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-156:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE ATTORNEY OF THE SEVENTH JUDICIAL CIRCUIT FOR PROSECUTION OF VIOLATIONS OF CITY ORDINANCES PUNISHABLE BY INCARCERATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-157:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-158:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF MICHAEL BAKAYSA; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RFP - Cross Connection Control Program Management Services**

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

Disposition: Approve as recommended in the City Manager staff report dated September 18, 2024.

K. **City Manager's Monthly Report, September 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated September 18, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-26:** AN ORDINANCE 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, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; 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. 2024-27:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2024-28:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **ORDINANCE NO. 2024-29:** AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-133:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE THE PERMANENT OUTDOOR STORAGE, DISPLAY, AND SALES OF MERCHANDISE AT THE LOWES HOME IMPROVEMENT STORE LOCATED AT 1340 WEST GRANADA BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2024-154:** A RESOLUTION ESTABLISHING FUEL FLOWAGE FEES, LANDING FEES, AND AIRCRAFT TIE DOWN FEES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-155:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND VECTOR AIRPORT SYSTEMS, LLC, FOR THE PROVISION OF PLANEPASS AIRCRAFT OPERATING FEE BILLING AND COLLECTION SERVICES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-159:** A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO SERVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-160:** A RESOLUTION ACCEPTING A PROPOSAL FROM BROWN & BROWN INSURANCE SERVICES, INC., FOR THE PROVISION OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE FOR VARIOUS LINES OF INSURANCE COVERAGE THROUGH VARIOUS INSURANCE CARRIERS, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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

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

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

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

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 5.A

Section:	ADOPTION OF FISCAL YEAR 2024-2025 MILLAGE RATES AND BUDGET		
Item Category:	Resolution	**Res./Ord. No:**	2024-146
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Final Millage Rates for 2024-2025 Fiscal Year		
Summary:	The FY 2024-25 final millage rates include the operating tax rate and the voter approved millage for the 2010 General Obligation Bond which funded Andy Romano Beachfront Park. Millages are consistent with the Commission's direction provided during the July budget workshop, to include additional funding for eleven General Fund positions. The proposed rates were tentatively approved by the Commission on July 23, 2024. The budget and millage rate provide necessary funding for implementation of City strategic plan goals.		
Financial Impact:			

Final Millage Rate	**Millage Rate**
General Fund	3.4320
Facilities Renewal & Replacement	0.1650
Capital Improvements	0.0840
General Vehicle Renewal & Replacement	0.0440
Transportation Improvements	0.1040
Public Safety	0.1630
Leisure Services Fund	0.1040
Total Operating Millage	4.0960
2010 General Obligation Bond	0.0650
Total Millage	4.1610

Citizen Impact:	The final budget and millage rate will provide necessary funding to maintain critical services to the citizens of Ormond Beach.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the final millage rates.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-146 FY 2024-25 Final Millage Rate (P24-0115G)
Approval:	Kelly McGuire, Finance Director 9/9/2024 Shawn Finley, Assistant City Manager 9/9/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-146

A RESOLUTION ADOPTING FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024-2025; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Ormond Beach City Commission approved Resolution 2024-97 on July 23, 2024, approving proposed millage rates for Fiscal Year 2024-2025; and setting a public hearing on the proposed millage rates and the tentative annual budget for Fiscal Year 2024-2025 to be held on September 4, 2024, at 7:00 pm in the City Commission Chambers at Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida, and

WHEREAS, at the said duly advertised public hearing that was held on September 4, 2024, the City Commission approved Resolution 2024-130 adopting the proposed millage rates and subsequently adopted a tentative budget, for Fiscal Year 2024-2025, and

WHEREAS, a public hearing has been advertised for, and has been held on, September 18, 2024, regarding the adoption of the final millage rates, and the adoption of a final budget, for Fiscal Year 2024-2025, and,

WHEREAS, the notice and public hearing requirements having been satisfied in accordance with Section 200.065, *Florida Statutes*, now therefore,

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

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida ("the City"), it is hereby agreed

that the rates of taxation necessary to meet such expenses will be, for each of the hereinafterstated purposes, the amounts estimated, declared and hereby levied, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 4.0960 mills or $4.0960 per $1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2024-2025 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund combined) shall be at the rate of 4.0960 mills or $4.0960 per $1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle

and Equipment Replacement Fund, Transportation Improvements Fund, and Leisure Services Fund expenditures as estimated in the Fiscal Year 2024-2025 Annual Budget;

(ii) the millage rate to be levied, 4.0960 mills, is a 12.82% increase over the "rolled-back" millage rate, which is $3.6305 per $1,000 of taxable value;

(iii) in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0650 mills or 6.50¢ per $1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Tax Collector the final millage rates as hereinbefore set, levied, and adopted for the purposes hereinbefore stated, pursuant to the general law of Florida.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 5.B

Section:	ADOPTION OF FISCAL YEAR 2024-2025 MILLAGE RATES AND BUDGET		
Item Category:	Second Reading of Ordinances	**Res./Ord. No:**	2024-25
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Adoption of Annual Budget for the 2024-2025 Fiscal Year (SECOND READING)		

Summary:

The annual budget serves as the essential financial guide for the City and continues the City Commission's long legacy of careful fiscal stewardship while being mindful of the needs of the residents and business community. Preparation of the budget is driven by the goals collectively determined by the City Commission at the Strategic Goal Planning session in early 2023, along with the Commission's continued commitment to providing the highest quality services to the citizens within the framework of fiscal responsibility. The budget, *net of inter-fund transfers and internal charges* is $106,005,291 (See attached budget for detailed information).

ALL FUNDS SUMMARY	**Budget**
Description	**FY 2024-2025**
General Fund	49,185,112
Special Revenue Funds	7,329,826
Debt Service Funds	1,006,322
Capital Project Funds	10,487,601
Water & Wastewater Funds	45,803,838
Solid Waste Fund	13,407,304
Workers Compensation Fund	1,851,612
General Liability Fund	2,905,253

Total Budget Appropriation	131,976,868
Less:	
Interfund Transfers	(17,984,692)
Fleet Operations (Internal Service Charges)	(1,900,237)
Engineering (Internal Service Charges)	(1,329,783)
Consolidated Insurance Fund (Internal Service Charges)	(4,756,865)
Total Net Budget	106,005,291

As in previous years, the budget is based upon long-term financial trends that are regularly monitored for inflation, including various consumer price indexes such as construction, and energy, as well as health insurance rates, labor union contracts, and employee turnover ratios, all of which impact the budget. The tax rate incorporated in the proposed budget of 4.1610 reflects a 3.87% increase which adds eleven new General Fund positions. The budget includes a contingency of $200,000 for a potential contribution to the PACE Center for Girls as discussed at the budget workshop in July. The budget also includes sufficient funding for amenities that preserve our community's quality of life, and exceptional employees that remain steadfast in providing the highest quality service. Most importantly, the proposed budget furthers the Commission's goal of remaining fiscally conservative, with a projected year-end general fund balance of 11.3%. This budget follows the Commission's direction by focusing on goals identified in the City's 2023 Strategic Plan.

Public Safety:
Goal: To provide a safe and secure city that maintains a sense of security and responsiveness for all residents by protecting and servicing our community through the provision of effective, efficient and responsible emergency services.

- **Priority Objective:** New Police Department and Emergency Operations Center (EOC).
- **Implementation:** The proposed budget includes funding for preliminary design of a Police Station and dedicated EOC.
- **Funding:** State legislative funding has been committed in the amount of $1,450,000 which will fund 50% of the design for this project.

Water Quality & Environment:
Goal: 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. • **Priority Objective:** Expand reclaimed water system and reuse pond. • **Implementation:** The proposed budget includes funding for a reuse reservoir. This project will provide for wet weather storage of produced reclaimed water, diverting this flow from surface water discharge, as well as allowing the system to draw from this reservoir during periods of high demand buffering usage during the growing season where periods of rain and drought change frequently. • **Funding:** State legislative and St. John's River Water Management District funding totaling $2,870,000 will be used to partially fund this project.
Financial Impact:	The FY 2024-25 budget provides funding to maintain existing service levels, make necessary repairs and upgrades to City equipment and facilities, and implement the top priorities from the Commission's Strategic Plan.
Citizen Impact:	The proposed budget continues to adhere to the City's conservative approach to the budget by managing costs without compromising the services that add value and serve our residents and businesses. It provides the funds necessary to maintain and improve infrastructure, ensure qualified and responsive fire and police protection, and offer amenities that define our community through committed, dedicated, and exceptional employees that remain steadfast in our goal to provide the highest quality service.
Recommended Action (Staff, Advisory Board and/or Other):	The budget was reviewed by the Budget Advisory Board and recommended for approval. Staff recommends approval of the FY 2024-25 budget.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-25 Adopt Annual Budget (P24-0115G) 2. Attachment A 3. Proposed Budget FY 2024-25 (Revised) 4. Ordinance Business Impact Estimate 10-01-23 OB Form exemptions listed
Approval:	Kelly McGuire, Finance Director 9/5/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/5/2024

	Joyce Shanahan, City Manager	9/5/2024

ORDINANCE NO. 2024-25

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Ormond Beach, Florida, *Charter* and *Code of Ordinances,* the City Manager has submitted to the City Commission her Annual Budget for the various funds of the City, and

WHEREAS, Section 4.04(f), *Charter,* requires the Annual Budget to be adopted by Ordinance, and

WHEREAS, the City Commission has determined that it is necessary and appropriate to adopt an annual budget as attached hereto, now therefore,

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

SECTION ONE. The City Commission hereby adopts, as its Annual Budget for the 2024-2025 Fiscal Year (October 1, 2024 through September 30, 2025, inclusive), those appropriations set forth on Attachment "A" and the FY24-25 Proposed Budget document, which are attached hereto and incorporated herein by reference, including all travel, stipend, and wage adjustments for all elected and appointed officials, and all bargaining and non-bargaining unit employees in the classified and unclassified services.

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

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

PASSED UPON at the first reading of the City Commission, this 4th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 18th day of September, 2024.

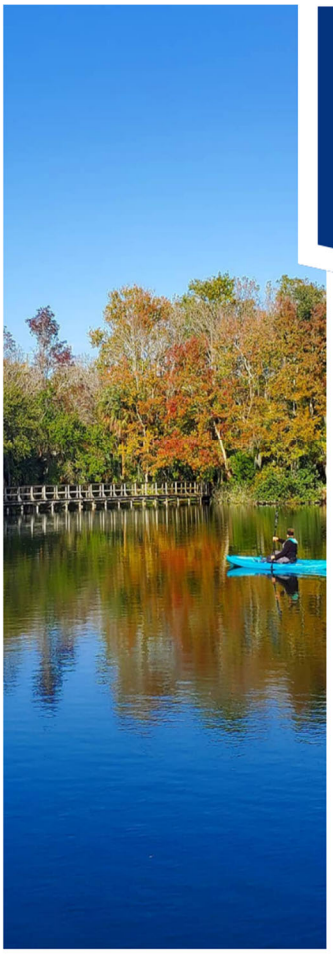
_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ALL FUNDS SUMMARY	
Attachment A	
	Budget
Description	**FY 2024-25**
General Fund (001)	**49,185,112**
Special Revenue Funds:	
Downtown Redevelopment Trust Fund (104)	1,822,138
Ormond Crossings Trust Fund (106)	346,798
Stormwater Utility Fund (107)	3,434,247
Airport Fund (108)	369,418
Local Law Enforcement Trust Fund (109)	-
Economic Development Fund (110)	-
State Law Enforcement Trust Fund (112)	-
Pension Contribution Pass Through Fund (113)	1,300,000
Recreation Facility Fee Fund (115)	57,225
Grants Fund (116)	-
Total Special Revenue Funds	**7,329,826**
Debt Service Funds:	
Financing Debt Service Fund (205)	660,000
2002 GOB Debt Service Fund (209)	-
2003 GOB Debt Service Fund (210)	-
2004 Revenue Bond Fund (211)	-
2010 Beachfront Park Bond Fund (220)	346,322
Total Debt Service Funds	**1,006,322**
Capital Improvement Funds:	
Capital Improvements Fund (301)	4,999,383
Equipment Renewal & Replacement Fund (302)	407,000
Public Safety Vehicle & Equipment Fund (305)	888,000
Transportation Improvements Fund (308)	2,159,976
Recreational Impact Fee Fund (310)	100,000
Local Road Impact Fee Fund (316)	50,000
Facilities Renewal & Replacement Fund (317)	879,126
Stormwater Impact Fee Fund (318)	50,000
Leisure Services Capital Fund (322)	954,116
Total Capital Improvement Funds	**10,487,601**
Water and Wastewater Funds:	
Water and Wastewater Fund (401)	26,307,887
Vehicle Replacement Fund (408)	850,000
Renewal & Replacement Fund (409)	12,346,951
Water/Wastewater Consolidated Debt Service Fund (414)	4,924,000
West Ormond Reuse Impact Fee Fund (433)	-
Water System Impact Fee Fund (434)	700,000
Wastewater System Impact Fee Fund (435)	675,000
Total Water and Wastewater Funds	**45,803,838**
Solid Waste Fund (460)	**13,407,304**
Workers Compensation Fund (502)	**1,851,612**
General Liability Fund (504)	**2,905,253**
TOTAL BUDGET APPROPRIATION	**131,976,868**
Less: Interfund Transfers	**(17,984,692)**
Fleet Operations (Internal Service Charges)	**(1,900,237)**
Engineering (Internal Service Charges)	**(1,329,783)**
Consolidated Insurance Fund (Internal Service Charges)	**(4,756,865)**
TOTAL NET BUDGET	**106,005,291**

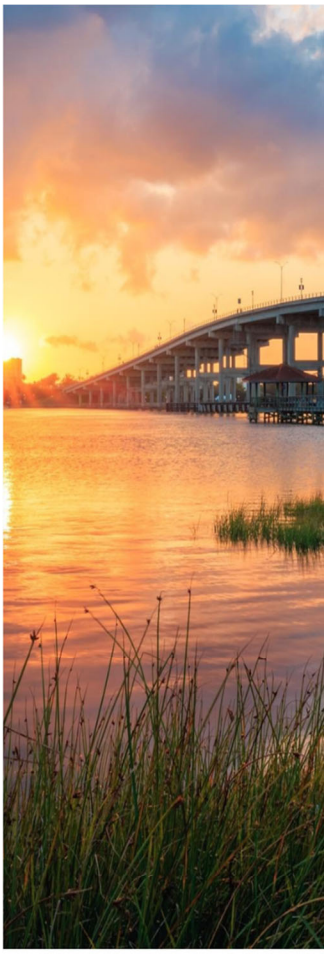




City of
Ormond Beach

FISCAL YEAR
24
25





PROPOSED BUDGET

CITY OF ORMOND BEACH BUDGET

FY 2024-25

OCTOBER 1, 2024 – SEPTEMBER 30, 2025



CITY COMMISSION

BILL PARTINGTON, MAYOR

LORI TOLLAND, ZONE ONE

TRAVIS SARGENT, ZONE TWO COMMISSIONER

SUSAN PERSIS, ZONE THREE COMMISSIONER

HAROLD BRILEY, DEPUTY MAYOR & ZONE FOUR COMMISSIONER

Joyce A. Shanahan	City Manager
Shawn P. Finley	Asst. City Manager
Claire Whitley	Asst. City Manager
Kelly A. McGuire	Finance Director
Christopher D. Byle	Asst. Finance Director

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COMMUNITY OVERVIEW
CITY OF ORMOND BEACH

The city that is now Ormond Beach, which is located on the northeast coast of Florida, dates from the period immediately following the Civil War. J. Andrew Bostrom, a former Union soldier originally born in Sweden, settled land on the peninsula. Concentrated settlement on the mainland began in 1873 with the establishment of New Britain, founded by a small community of New Englanders intent on making their living from citrus cultivation. In 1875, New Britain was subdivided into blocks and lots, with the original plat containing eleven (11) streets. Of the eleven (11) streets, seven (7) retain their original names, with four (4) located in present downtown Ormond Beach.



By 1880, New Britain had grown enough to warrant incorporation. During the elections for incorporation, the town name was changed to Ormond, in honor of James Ormond III, descendant of an early British colonist from the 1770's. The town was legally incorporated on April 22, 1880 and adopted the banana tree as the town emblem.

The development of Ormond Beach accelerated during the 1880's when John Anderson, Joseph Price, Stephen Van Cullen White and other pioneers saw that the small wilderness community was linked by rail with the eastern United States. Their entrepreneurial spirit led to the construction of a bridge spanning the Halifax River (Atlantic Intra-coastal Waterway) from the mainland to the peninsula and the Ormond Hotel, a building that helped define the social and economic character of the community. During the late nineteenth and early twentieth centuries, Ormond became one of Florida's most recognized resort communities and the location of some of the first automobile races in the United States. Consequently, Ormond Beach became and is still known today as the "Birthplace of Speed". Ironically, following World War I, as the automobile became increasingly available to middle America, the character of Florida tourism changed, and Ormond declined in importance as a winter resort and tourist mecca, becoming a more traditional residential community.

In 1959, the City was granted 1,164 acres of land from the Federal government that was developed into a municipal airport that consists of two (2) active runways and six (6) taxiways. In addition, the City purchased 176 acres from the Federal government in 1959; a site that has since been developed into a successful commerce center. Since 1970, the city's population increased from approximately 14,000, to the present population of approximately 38,000, which has resulted from a combination of real growth and annexations. During the 1990's, residential development and the City's commercial and retail center expanded westward beyond Interstate 95 as the size of the City grew to approximately 29 square miles.

The median age of the City's residents is 48.7. Approximately 42% of households include someone over the age of 65. Median income is $62,243 with 32% of citizens having achieved a higher education (Bachelor or Master degree).

City of Ormond Beach
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. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.





GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Ormond Beach
Florida

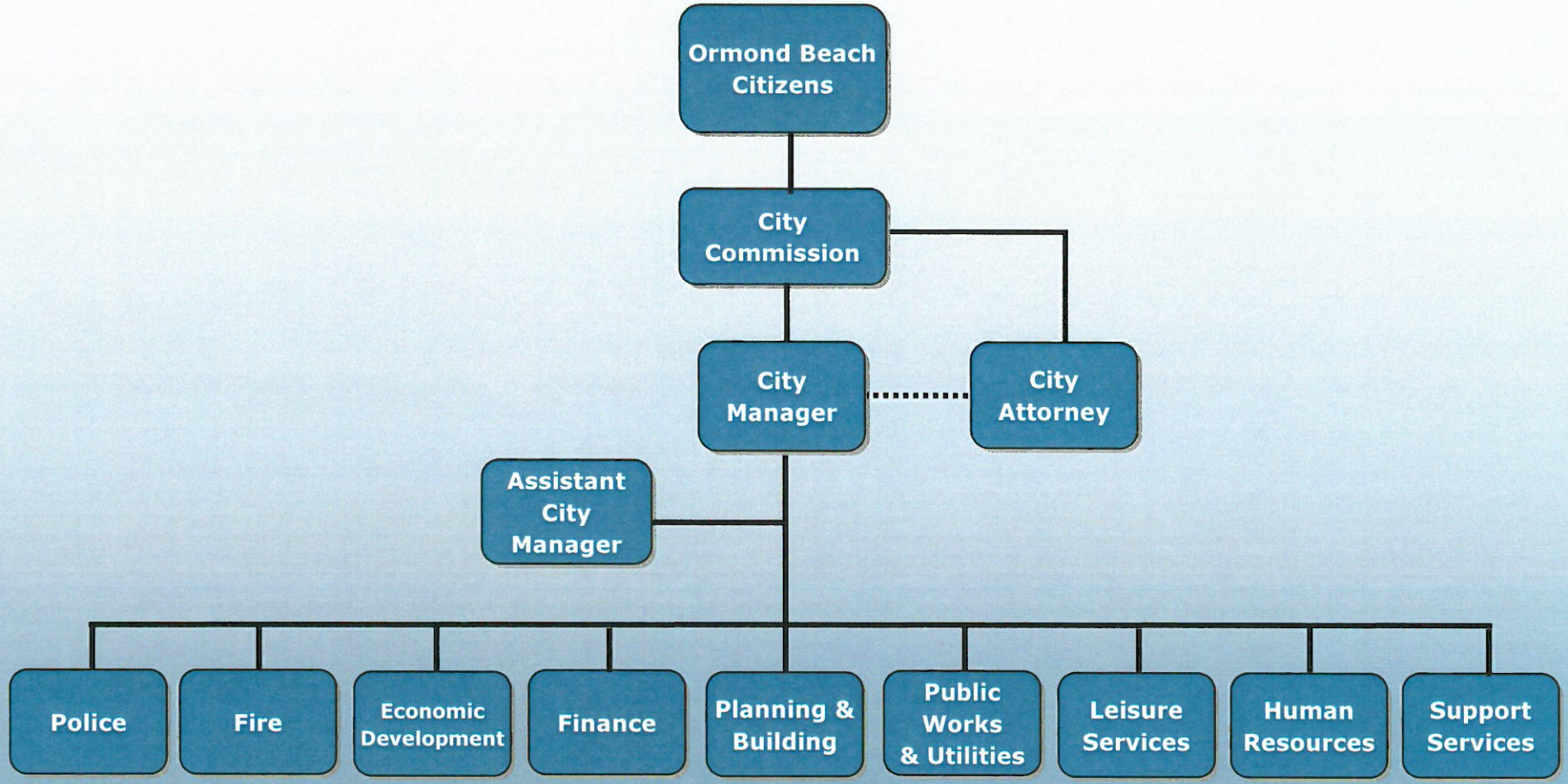
For the Fiscal Year Beginning

October 01, 2023

Christopher P. Morrill

Executive Director

City of Ormond Beach Organizational Chart



This is to certify that this is the official organizational chart of the City of Ormond Beach referred to in Article II, Chapter 2, of the City of Ormond Beach, Florida, *Code of Ordinances*, adopted by Resolution No. 2016-154 on November 1, 2016.

Ed Kelley

Ed Kelley, Mayor

J. Scott McKee

J. Scott McKee, City Clerk

To: **The Honorable Mayor and City Commission**

From: **Joyce Shanahan, City Manager**

Date: **September 4, 2024**

Subject: **FY 2024-2025 Proposed Budget**

In accordance with the Charter, it is my pleasure to present the proposed budget for the Fiscal Year, beginning on October 1, 2024, and ending September 30, 2025. The FY 2024-2025 total Proposed Budget for all funds is $131.98M and is $11.86M more than the adopted budget of FY 2023-2024 of $120.1M.

The annual budget serves as the essential financial guide for the City and continues the City Commission's long legacy of careful fiscal stewardship while being mindful of the needs of our residents and business community. Preparation of the budget is driven by the goals collectively determined by the City Commission at the Strategic Goal Planning session in early 2023 along with the Commission's continued commitment to providing the highest quality services to the citizens within the framework of fiscal responsibility.

Total City Budget – All Funds
(all dollars in millions)

	FY 2025	FY 2024	$ Change	% Change
Revenues	$131.98	$120.11	$11.86	9.87%
Expenditures	$131.98	$120.11	$11.86	9.87%
10/1 Beginning Fund Balance	$20.20	$28.00	($7.80)	(27.85%)
9/30 Ending Fund Balance	$13.70	$20.20	($6.30)	(31.18%)

In order to achieve the Commission's goals and objectives, the FY 2024-2025 proposed budget includes $131,976,868 in personnel, operating and capital expenditures and is funded with a tax rate of 4.0960 mills.

As directed by the City Commission, the proposed budget provides funding to begin implementation of the City's top strategic priorities:

- Continued emphasis on Public Safety including the design of a new Police Department and Emergency Operations Center as well as funding of nine Police vehicles.
- Upgrade of the City's Data Center Infrastructure to enhance communications

- Construct a reuse reservoir to store reclaimed water and divert the flow from surface water discharge

In Fiscal Year 2021-2022, the Commission approved a dedicated millage exclusively for Public Safety vehicles and equipment funding to provide the replacement of nine police vehicles and the purchase of two fire pumpers. In the same year, the Police Department Access Control system was upgraded, commercial gear dryers were purchased for the Fire Department and the emergency traffic preemption system was upgraded. Since that time, nine additional police vehicles have been replaced annual. A fire brush truck was also purchased, a wholesale tactical equipment replacement was performed and a Quint Apparatus was ordered. A Police Lieutenant, Public Safety Information Officer and Fire Inspector were added as well.

The FY 2024-2025 budget proposes to continue the City's commitment to provide necessary resources for Public Safety. The proposed budget maintains the dedicated millage for public safety vehicles and equipment to maintain the ability to replace nine new Police Vehicles. The proposed budget also provides for replacement of brush gear and the continued funding of an enhanced fire hydrant inspection program.

The budget not only continues the City's commitment to Public Safety but also incorporates critical additions in other areas such as Leisure Services, Public Works and Information Technology. The dedicated millage for Leisure Services will fund the reconstruction of the Ormond Beach Sports Complex Softball Field. The dedicated millage for Facilities Renewal and Replacement will allow for the purchase of playground equipment at Fire Station 91 and the reconstruction of the Sanchez fishing pier. The budget provides for the annual lease payments to fund the new telephone communication systems to replace our 1980's system that failed during hurricanes Ian and Nicole, as well as redesign of the City's data center infrastructure to enhance cyber security and secure communications between departments and citizens.

General Fund

The General Fund revenues budget for FY 2024-2025 totals $49,185,112. This is an increase of $5,568,364 or 13.79% compared to the current Fiscal Year budget. Revenue from franchise fees and utility tax on electric service are expected to increase slightly in FY 2024-2025. The most significant revenue source in the General Fund budget is ad valorem taxes in the amount of $18,485,823.

Ormond Beach's property values established by the property appraiser increased 8.78%. It is important to note that homesteaded residential property values are capped at 3% or the CPI index, whichever is less, and non-residential property is capped at 10%. The operating millage rate will generate $21,823,639, of which $3,537,817 is dedicated to specific capital funds for the

necessary replacement of public safety vehicles and equipment, parks and recreation improvements, technology, transportation, and facilities maintenance.

Fund Balance

Ormond Beach remains financially strong with the projected fund balances; we remain consistent with the auditor's prior evaluation of our financial position, including General Fund reserves, which are projected at 11.3% at the conclusion of FY 2024-2025. Consistent with the City Commission's policy, the General Fund reserves will not be used to fund any ongoing expenses.

Strategic Plan

This budget follows the Commission's direction by focusing on goals identified in the City's 2023 Strategic Plan.

- **Water Quality and the Environment**:
    - ***Goal**: To maintain the City's environmental stewardship by reducing negative impacts of pollutants to the waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents.*
    - ***Priority Objective**: Expand Reclaimed Water System and Reuse Pond.*
    - ***Implementation**:* This proposed budget includes funding for a reuse reservoir with ground storage and pumping facilities. This project will provide for wet weather storage of produced reclaimed water, diverting this flow from surface water discharge, as well as allowing the system to draw from this reservoir during periods of high demand thereby buffering usage during the growing season where periods of rain and drought change frequently
    - ***State Appropriation:*** Legislative funding has been approved to provide $1.2 million toward this project. The City is seeking an additional $1.67 million from the St. John's River Water Management District.
- **Governance**:
    - ***Goal**: 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.*
    - ***Priority Objective**: Upgrade the City's Data Center Infrastructure*
    - ***Implementation*:** The proposed budget includes $800,000 for upgrades to the City's Data Center infrastructure to ensure reliability of the system and enhance security measures.

- **Public Safety**:
  - ***Goal***: *To provide a safe and secure city that maintains a sense of security and responsiveness for all residents by protecting and servicing our community through the provision of effective efficient and responsible emergency services.*
  - ***Priority Objective*****:** *New Police Department and EOC.*
  - ***Implementation:*** This proposed budget contains funding for engaging the services of an architect / planning consultant experienced in the design and planning of public safety facilities to prepare design options for the replacement / relocation of the current Police Station, a dedicated Emergency Operations Center (EOC) and a fire station that will serve as replacement for Volusia County Fire Station 13 upon its decommission.

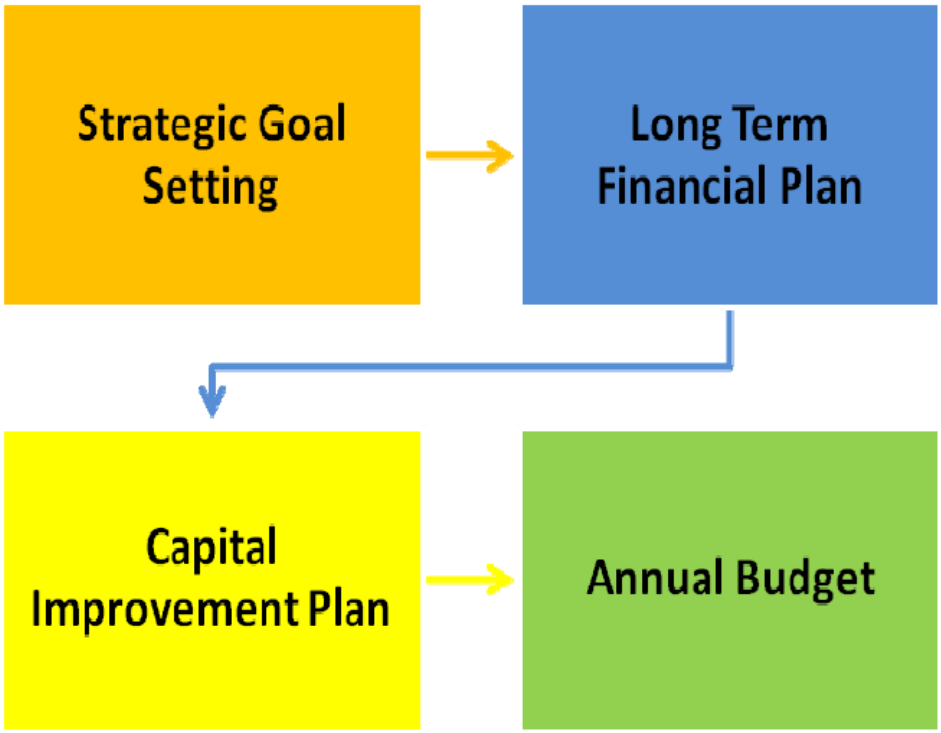
This budget serves the citizens of the community well by providing the funds necessary to maintain and improve infrastructure, ensure qualified and responsive fire and police protection, and offer amenities that define our community through committed, dedicated, and exceptional employees that remain steadfast in our goal to provide the highest quality service.

Respectfully Submitted,



Joyce Shanahan
City Manager

Long-term Financial Planning is based on the strategic goals set forth by the City Commission and is used to inform the Capital Improvement Plan process and the annual budget preparation process.



In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing community development; transportation and livable communities; environment and water quality; public safety; leisure and culture; and economic development. Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website.

This comprehensive process of gathering citizen input first so it can be used to guide the discussions of the Mayor and City Commissioners during their strategic planning workshop has continued to be used. The last strategic planning was held in 2023 and resulted in the following prioritization of issues and priorities

CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

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)



All top priorities appear under their appropriate categories as well.

TRANSPORTATION & COMMUNITY DEVELOPMENT

- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- 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)
- US-1 and I-95 Interchange construction (2 votes)
- Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)

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.



ECONOMIC DEVELOPMENT

- Reuse or repurpose Riverbend property (5 votes)
- Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)



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.



GOVERNANCE

- Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)
- Electronic information sign for upcoming events (2 votes)
- Website redesign (2 votes)



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)
- 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)
- Maintain lights downtown and add bridge uplighting (2 votes)
- Rehab Chief Tomokie statue (2 votes)
- 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

- Expand reclaimed water system and reuse pond out West (8 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)
- Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)

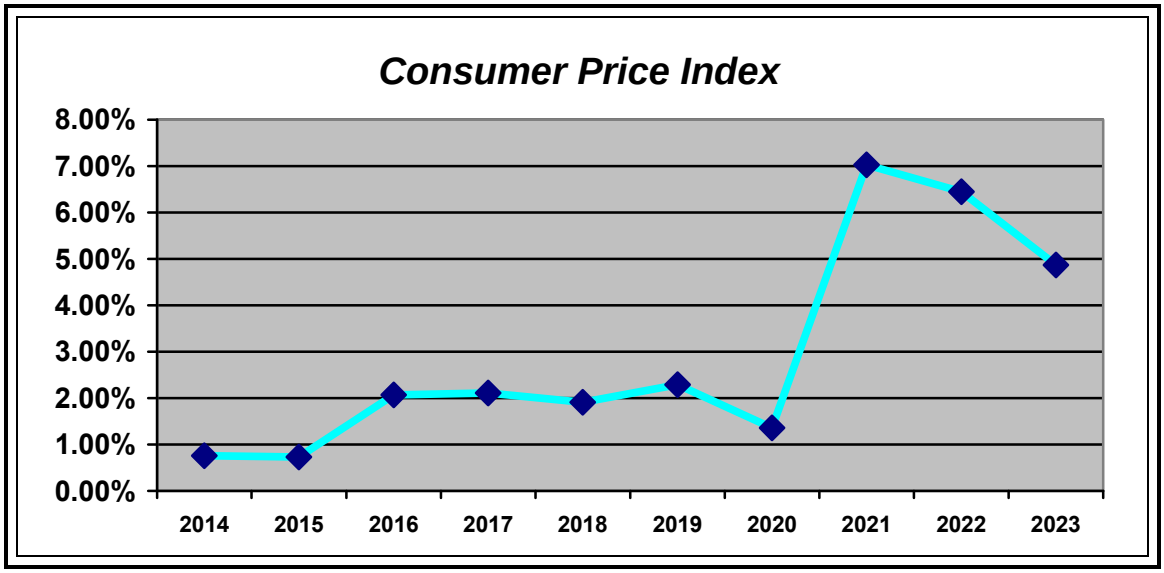


GOAL STATEMENT

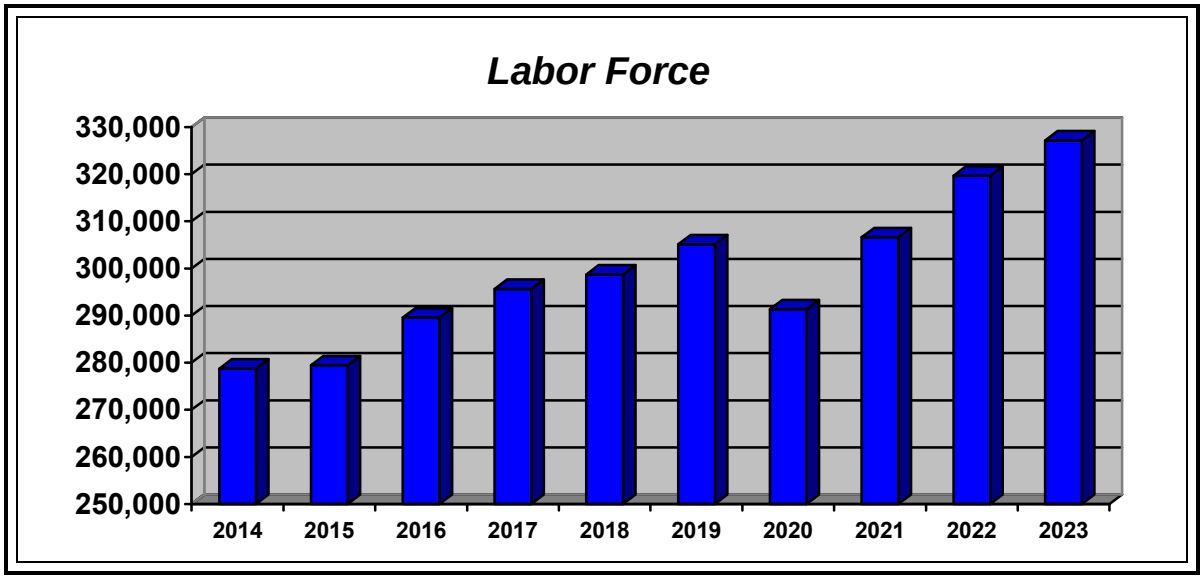
To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents

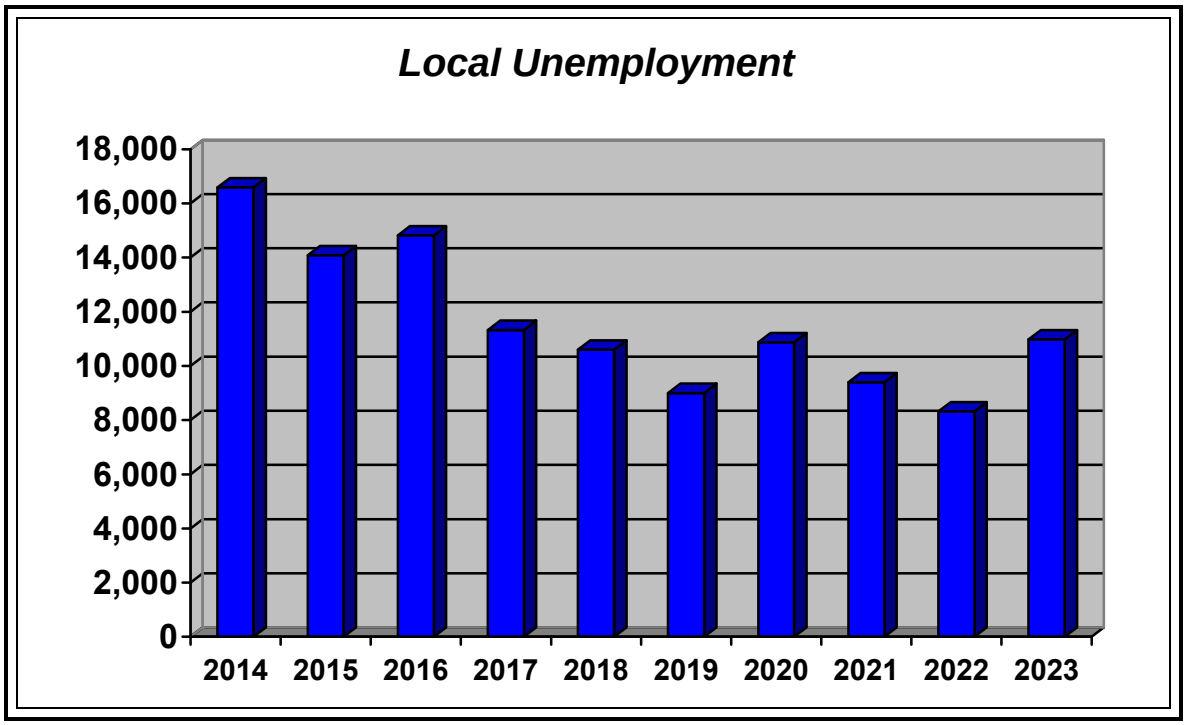


National Economy:
Economic indicators are useful for evaluating the environment within which the City operates. The Consumer Price Index (CPI), a widely used indicator of inflation prepared by the U.S. Bureau of Labor Statistics increased by 4.87% as of the end of calendar year 2023.



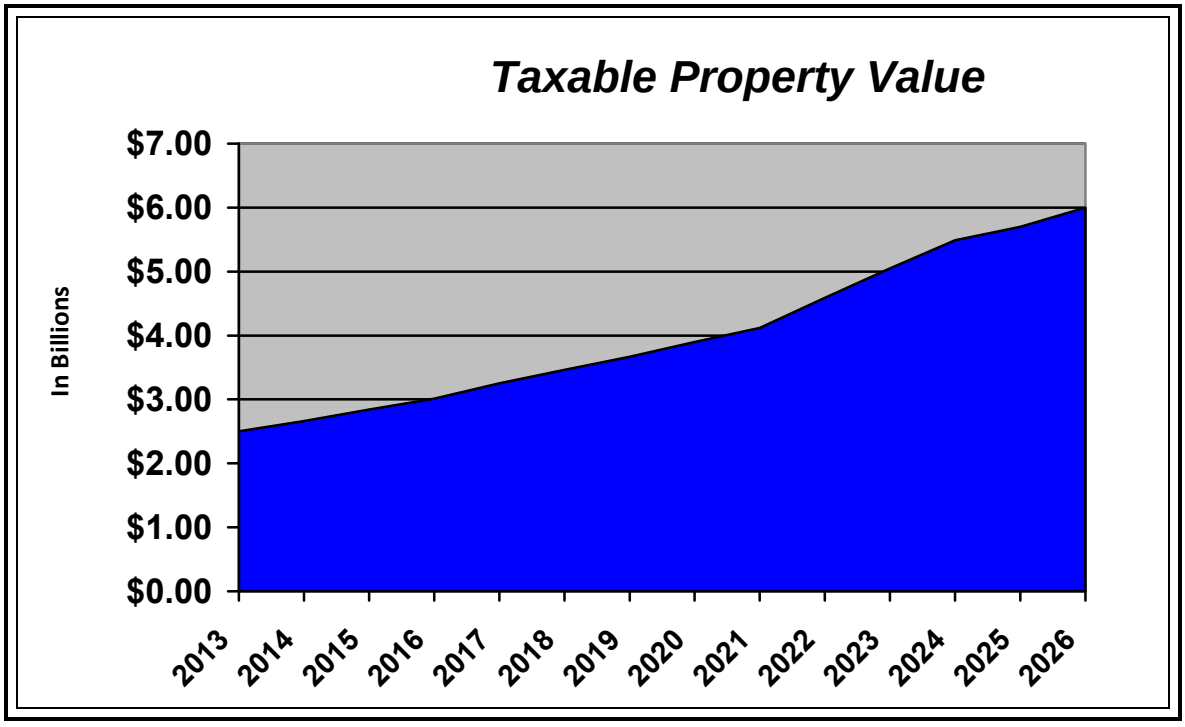
Local Economy:
According to the U.S. Bureau of Labor Statistics, unemployment for the Deltona-Daytona Beach-Ormond Beach area has increased 22.9% from 2022 to 2023. As of December 2023, an estimated 10,978 people locally were unemployed.



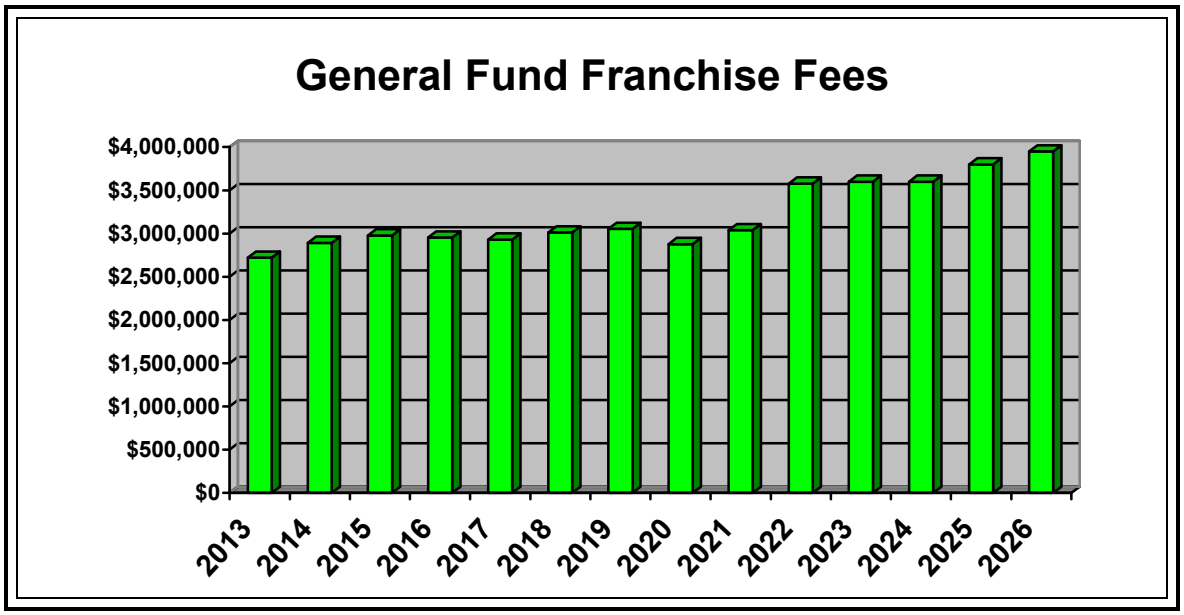


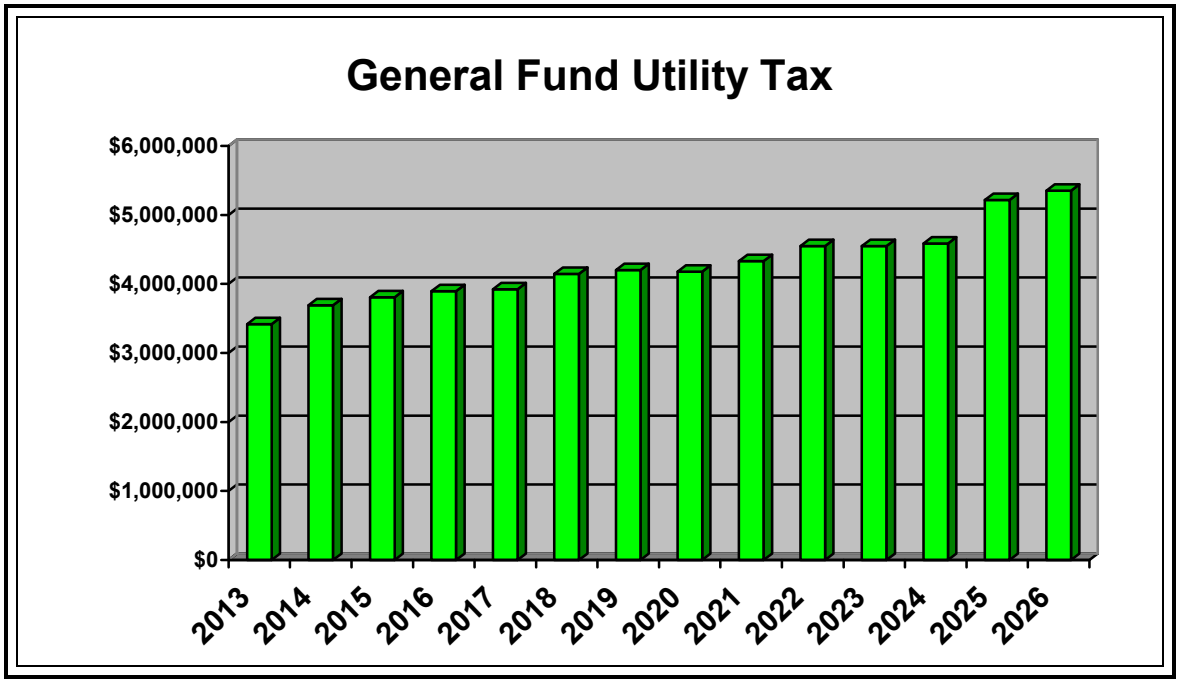
Major Revenue Sources Historical and Projected:

The 2024 taxable value is $5.49 billion, an increase of $440 billion from 2024. The increase includes $406 from existing properties and $33 million from new construction and annexations.



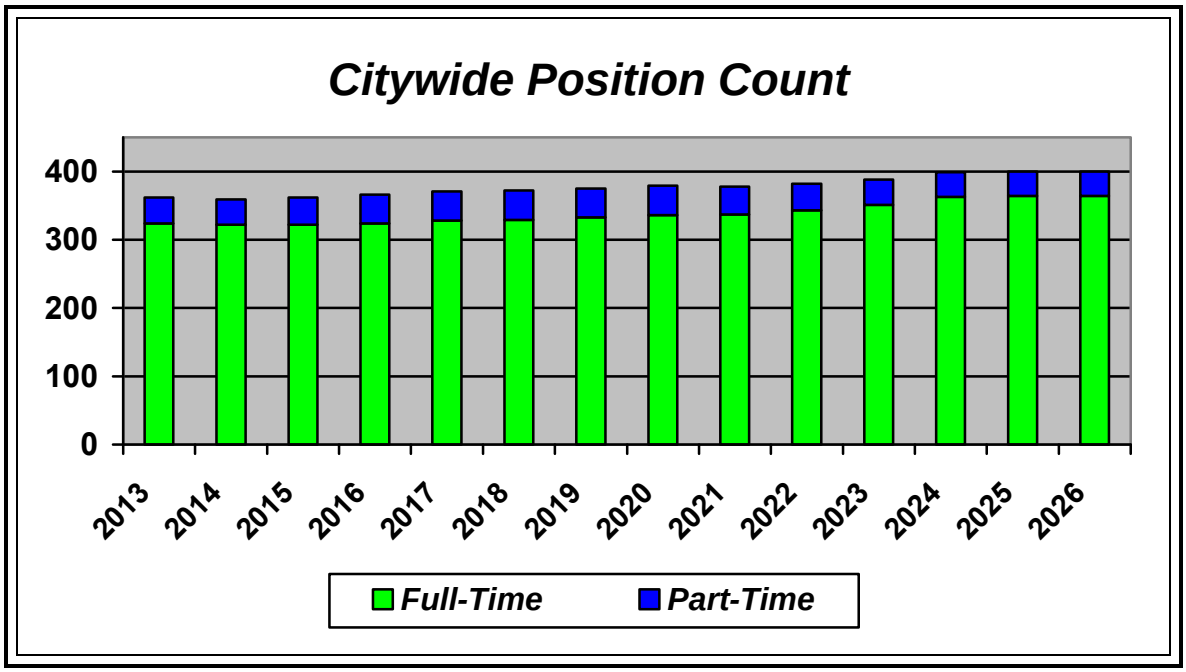
Aside from property taxes, the largest revenue sources consist of franchise fees, utility taxes, intergovernmental revenue and utility user fees are levied to fund the costs of certain activities or services. Franchise fees and utility taxes are generated from a surcharge on electric and natural gas. Intergovernmental revenue consists largely of sales tax passed through to local governments from the State. These revenues are expected to remain relatively stable.

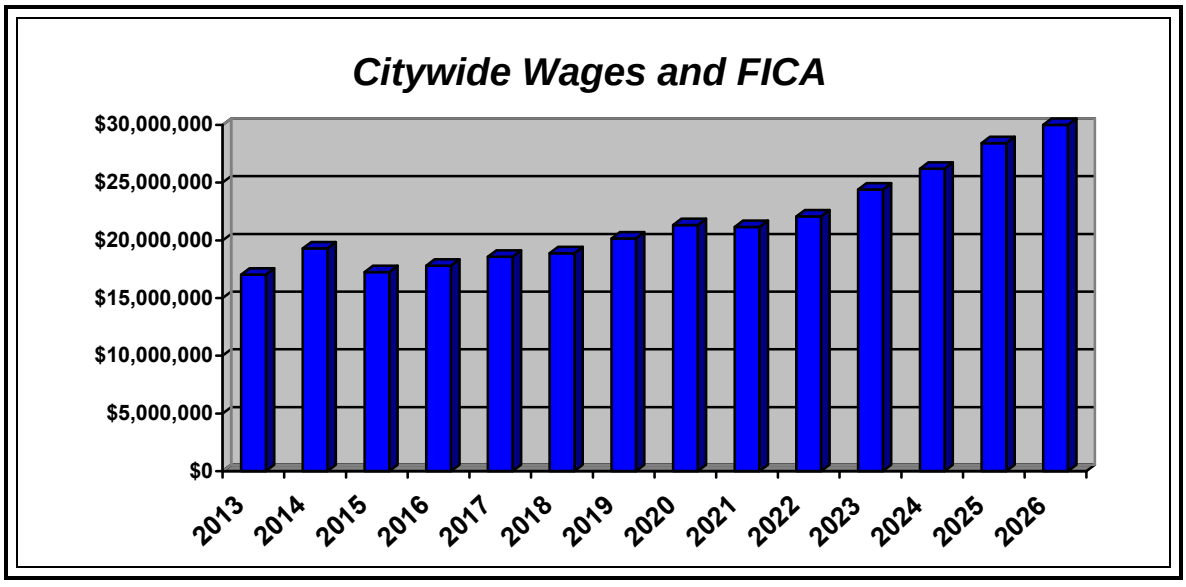




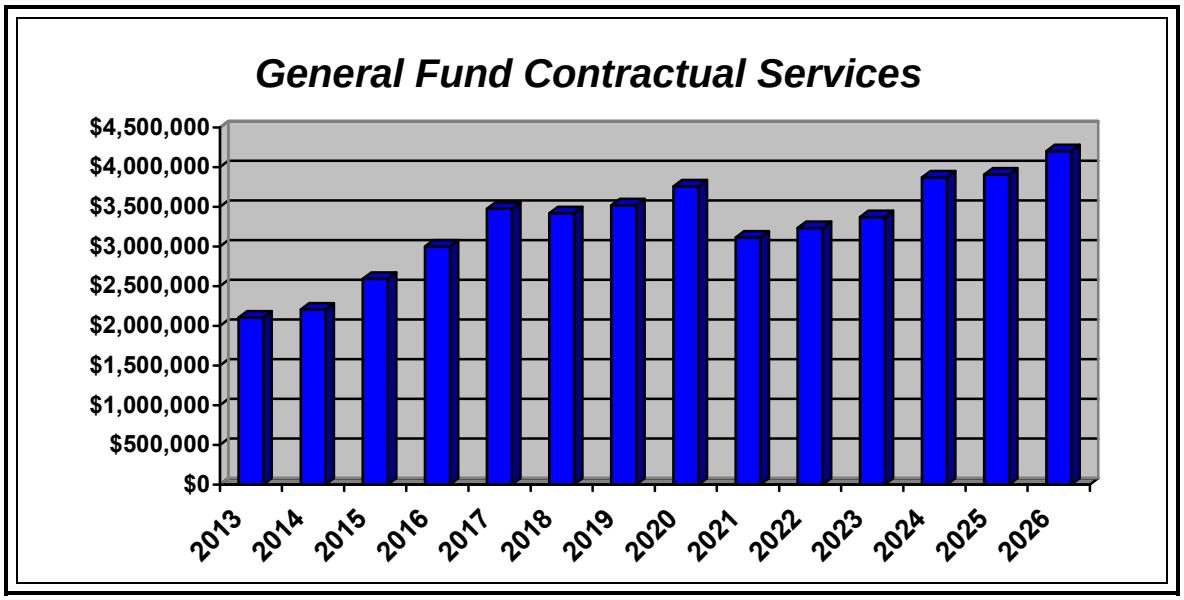
Major Expenditure Categories Historical and Projected:

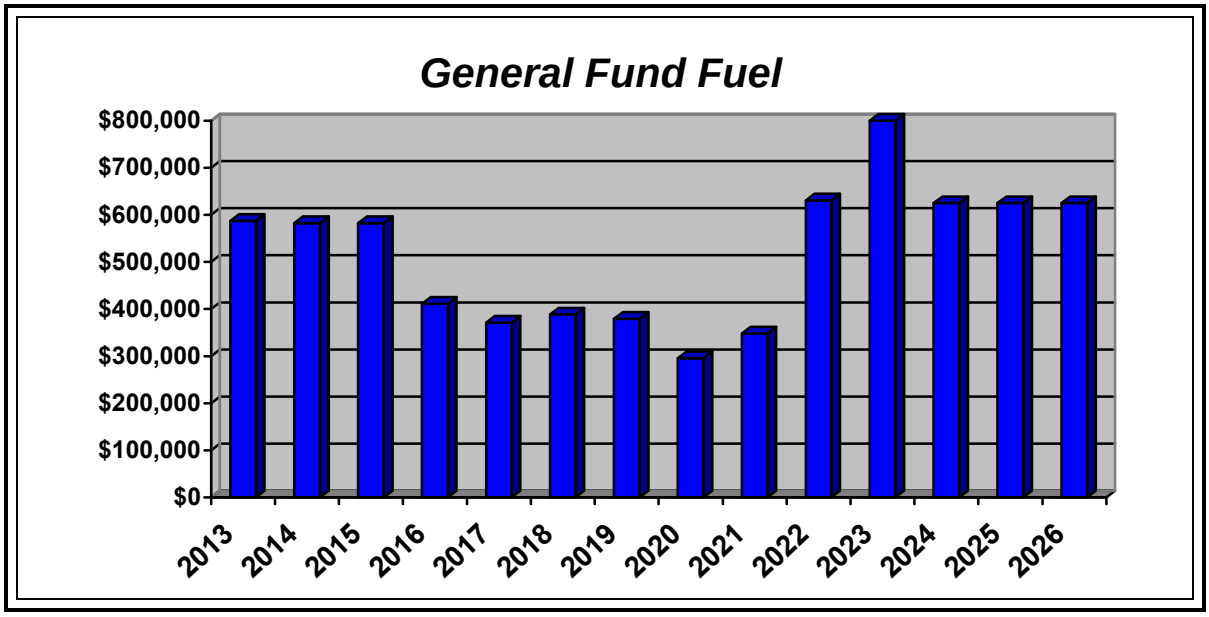
The number of positions has stayed relatively stable over the past ten years while the cost of wages has increased steadily consistent with the Collective Bargaining Agreements of the City's three unions.



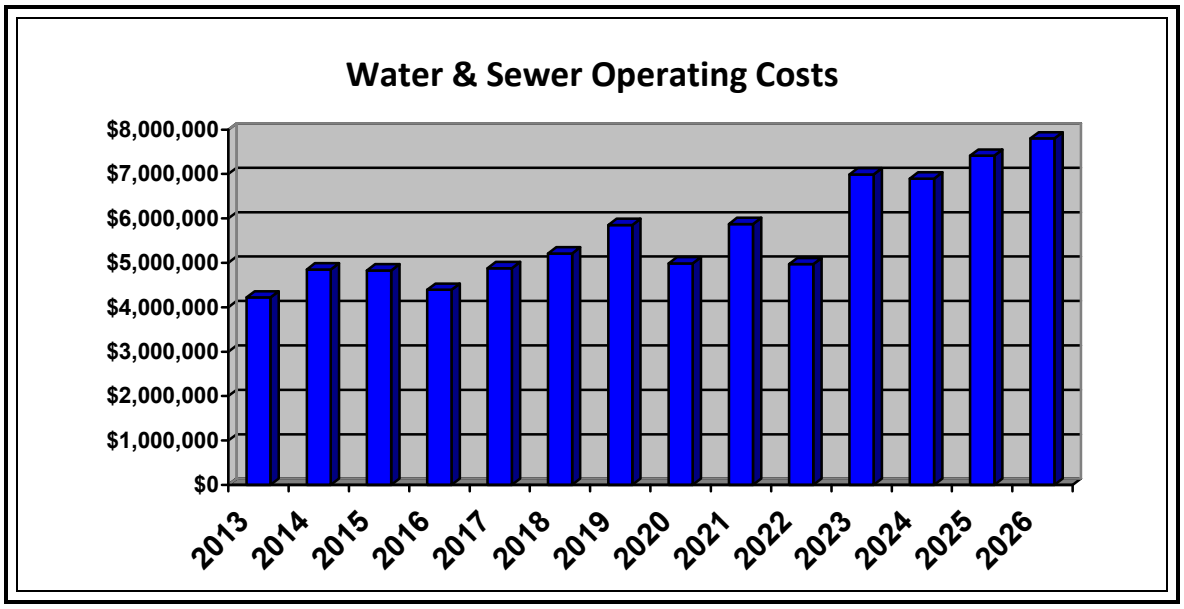


The category of contractual services is largely comprised of expenditures for landscaping medians and maintenance of the City's sports fields. These costs continue to rise. Fuel costs associated with the City vehicles also continue to rise.

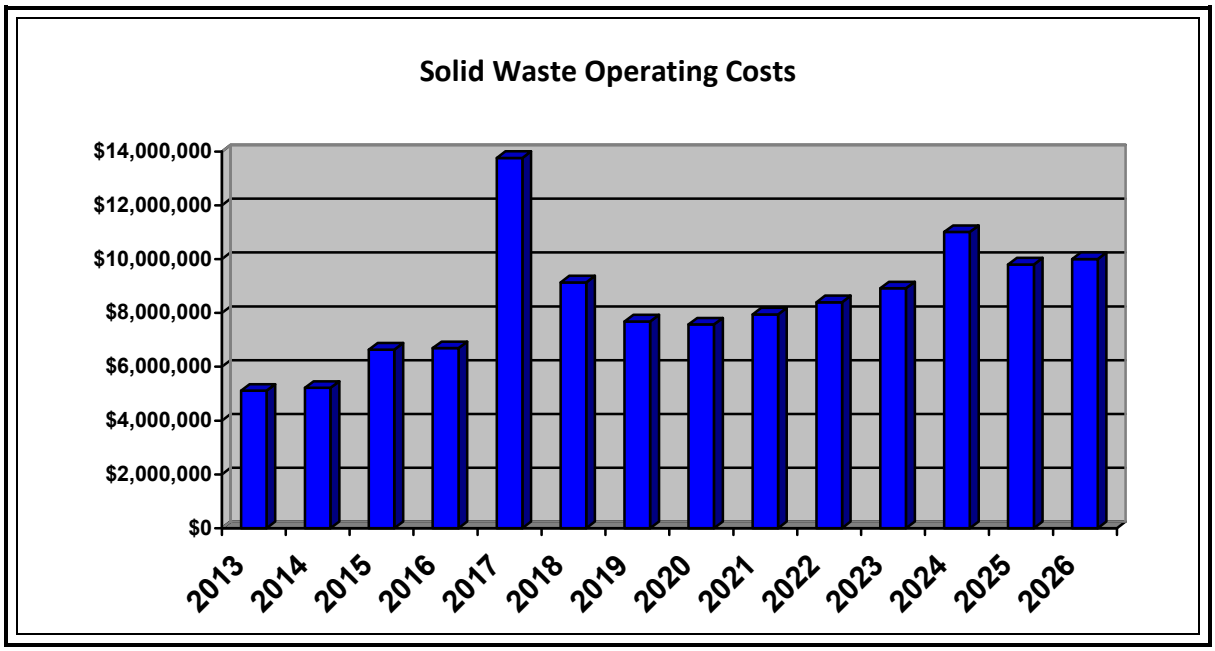




Water & Sewer operating costs consist mainly of chemical and electric expenses associated with operations of the two plants. These costs have slowly increased over time consistent with inflation.



Solid Waste operating costs consist mainly of expenses paid to the contractual waste hauler for collection of trash and recycling. The costs increased significantly in 2017 when the City rebid the contract. Costs have steadily increased since that time.



Revenues

1. Conservative revenue estimates are utilized to allow for unanticipated changes in collection levels or economic deterioration.

2. The budget was prepared using an operating millage rate of 3.9260 mills. The total millage, including debt, is 3.9910.

3. The budget includes a 3% increase in Leisure Service fees.

Expenditures

1. As a service provider, employee costs account for a significant portion of the City's budget. The budget has been prepared according to the following assumptions:
    a. Retirement contributions – Necessary funding for retirement benefits is based upon the most recent annual actuarial evaluation. Total contributions amount to $5.23 million, an increase of $767,00.
    b. A health insurance premium – The budget provides for estimated increases in healthcare cost and includes the continuation of the annual healthcare incentive.

2. Personnel changes include the following:

    a. The budget includes the addition of one full-time positions: Deputy Building Official.

Cost allocation/Transfers

The City's Engineering Division provides services to capital project funds such as Transportation, Stormwater, General Capital Improvements and Water/Wastewater. The cost allocation plan provides for a direct department charge in lieu of an interfund transfer resulting in more complete financial disclosure. Similarly, the Fleet division provides services for other departments and costs are allocated accordingly.

Budget Advisory Board Recommendation

The Budget Advisory Board will review the budget and provide a recommendation at their next meeting on Tuesday, July 16th.

Capital Improvement Program Workshop

After the completion of strategic goal setting and financial trend analysis, the City develops the capital improvement program and presents it to the City Commission at a workshop. The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period. Departments submit capital improvement requests to the Finance Director (capital projects with a cost of
$25,000 or greater). The Finance Director and City Manager meet with departments to discuss their requests. The Leisure Services Advisory Board, Quality of Life Board, Aviation Advisory Board, and Public Works Board also provide recommendations for consideration. The proposed capital improvement plan is reviewed and finalized by the City Commission during a workshop in June. Projects recommended for funding in the next fiscal year are incorporated into the proposed annual budget. The CIP workshop focuses on the following areas:

- Developing a consensus with respect to appropriating the necessary funding for the upcoming budget years.

- Developing a consensus on the level of funding for property tax supported projects included in the following categories: Facilities Renewal and Replacement, General Capital Improvement and Transportation. Also discuss the addition of a dedicated millage for General Vehicle Replacement.

- Projects included in the CIP will be funded based on one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:

    - Involves necessary or planned maintenance, renovation or construction of an existing facility, equipment or infrastructure.
    - Reflects a prior multi-year commitment previously approved by the City Commission.
    - Enhances the use or appearance of an existing facility or City-maintained public area.
    - Included in a previous Master Plan or conceptual plan previously considered and endorsed or reviewed by the City Commission.

Budget Development and Workshop

Departments submit annual budget requests (personnel and operating) to the Finance Director in April. Department requests are reviewed by the City Manager and Finance Director. Thereafter, the proposed budget is provided to the City Commission for review prior to the budget workshop held in mid-July. This workshop is a culmination of the aforementioned planning workshops. Changes to the proposed budget and tax rate are discussed during this workshop. The tentative tax rate is approved by the City Commission during a regular meeting in July. The final tax rate and budget are approved by the City Commission in September.

POLICIES
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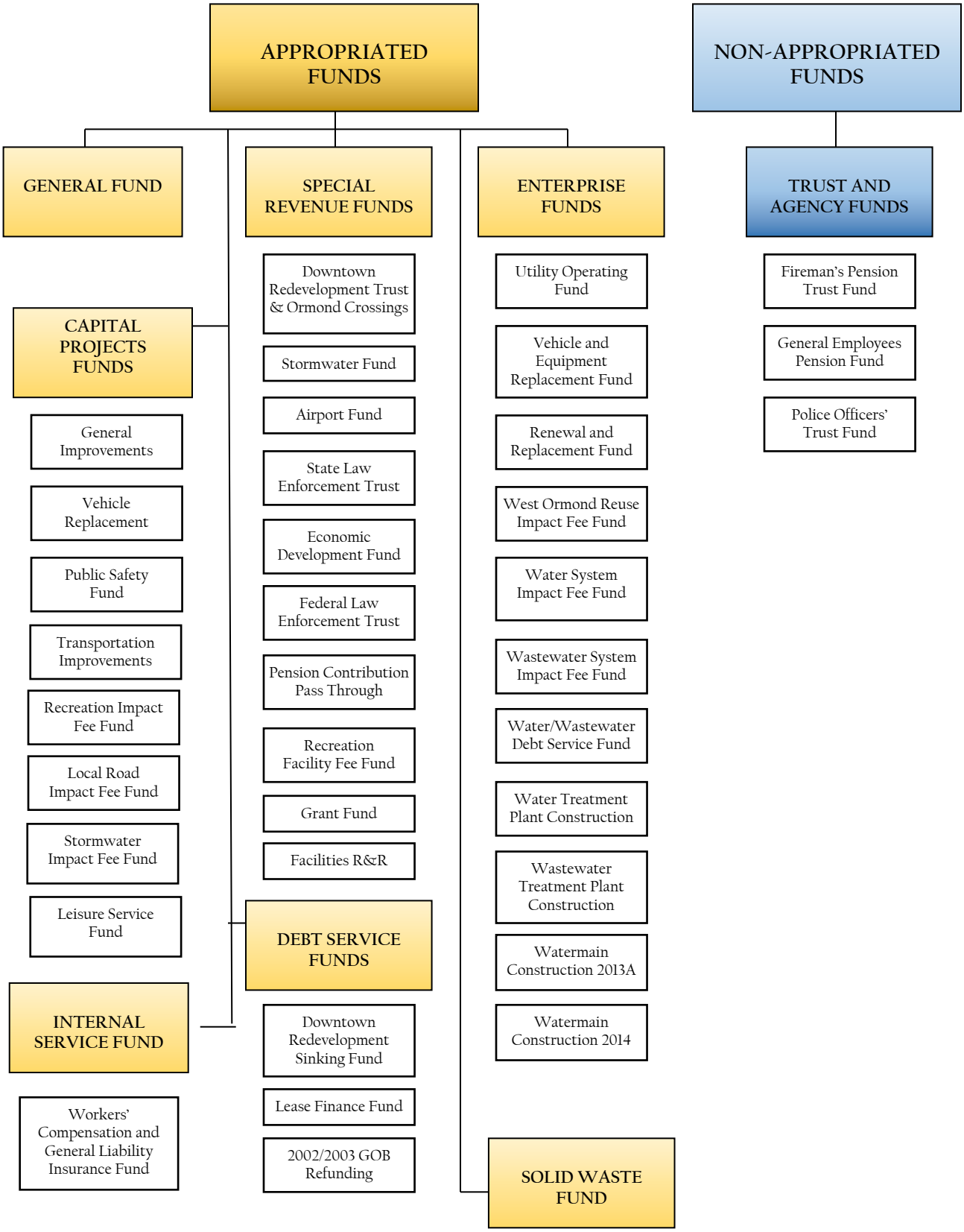
BUDGET CALENDAR

DATE	ACTIVITY
May 9	Budget Requests due from Depts.
May 17	Capital Improvement Plan submitted to City Commission
June 12	Budget Review with City Manager
July 1	Certification of taxable value submitted to City
July 5	Budget document submitted to City Commission
July 23	Operating Budget Workshop
July 23	Approval of tentative millage levy at regular City Commission meeting (7:00 at City Commission Chambers)
September 4	First Public Hearing to adopt proposed millage rates and budget
September 18	Second and Final Public Hearing to adopt Final millage rates and budget.

FUND STRUCTURE



MAJOR FUNDS

GOVERNMENTAL FUND TYPES

1. **General Fund** - The General Fund is the general operating fund of the City. It is used to account for all financial resources, except those required to be accounted for in another fund.

2. **Special Revenue Funds** - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.

   - **Downtown Redevelopment Trust and Ormond Crossings Funds** - Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.
   - **Stormwater Drainage Utility Fund** - The fund's purpose is to provide maintenance to the City's existing stormwater drainage system. Revenues are provided from user charges assessed to utility customers.
   - **Municipal Airport Fund** - The fund accounts for the financial activities of the Ormond Beach Airport. The airport was deeded to the City in 1959. The agreement restricts the use of the land and revenues derived from aviation related purposes. The airport is funded through rentals and lease revenues, grant revenues and transfers from the General Fund.
   - **Local Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
   - **Economic Development Fund** - This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.
   - **Federal Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
   - **Pension Contribution Pass Through** - Used to account for State contributions to the Police and Fire pension funds.
   - **Recreational Facility Use Fee Fund** - This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.
   - **Grant Funds** - This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.
   - **Facilities Renewal and Replacement** - This fund accounts for dedicated tax revenue used to maintain City facilities.

3. **Debt Service Funds** - Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

- **Financing Debt Service Fund** - This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.
- **2002 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenues include ad valorem property taxes and interest on investments.
- **2003 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.
- **2004 Revenue Bonds** - This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.
- **2010 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this debt issue were utilized to construction a beachfront park

4. **Capital Projects Funds** - Capital Projects Funds are used to account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).

   - **Capital Improvement Fund** - This fund is used to account for capital assets acquisitions and construction from general government resources and intergovernmental grants.
   - **Equipment Renewal and Replacement Fund** - This fund accounts for replacement of existing capital assets provided by general government resources.
   - **Public Safety Vehicle & Equipment Fund** - This fund accounts for replacement of vehicles and equipment for public safety provided by general government resources.
   - **Transportation Improvements Fund** - This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.
   - **Recreation Facilities Impact Fee Fund** - This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.
   - **Local Roads Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing local roadway links or construction of new local roadways.
   - **Stormwater Drainage Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing stormwater management facilities or construction of new stormwater management facilities.
   - **Leisure Service Fund** - This fund accounts for replacement of leisure service capital assets provided by general government resources.

PROPRIETARY FUND TYPES

1. **Enterprise Funds** - Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

   - **Water and Wastewater Fund** - This fund is used to account for general water and sewer operations. The primary source of funding is user charges to water and sewer customers.
   - **Water and Wastewater Vehicle and Equipment Replacement** - This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.
   - **Water and Wastewater Renewal and Replacement** - This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.
   - **Water and Wastewater Debt Service** - Used to account for principal and interest payments resulting from the issuance of revenue bonds and other forms of debt.
   - **West Ormond Reuse Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of reuse facilities.
   - **Water Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.
   - **Wastewater Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.
   - **Water Treatment Plant Construction** - This fund accounts for the construction costs associated with the expansion of the water treatment plant.
   - **Wastewater Treatment Plant Construction** - Used to account for the construction costs associated with the rehabilitation and expansion of the wastewater treatment plant and wastewater system.
   - **Watermain Construction 2013A** - This fund accounts for construction costs associated with the first phase of the 2-inch watermain replacement program.
   - **Watermain Construction 2014** - This fund accounts for construction costs associated with the second phase of the 2-inch watermain replacement program.
   - **Solid Waste Fund** - Used to account for activities associated with the removal of trash and debris. Expenditures are funded through user charges to customers.

2. **Internal Service Fund** - The Internal Service Fund is used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis.

- **Workers Compensation Fund** - This fund is used to account for expenditures associated with providing workers compensation coverage to employees.
- **General Liability Insurance Fund** - This fund is used to account for expenditures associated with providing general liability coverage to employees.

FIDUCIARY FUND TYPES

1. **Trust and Agency Funds** - Trust and Agency Funds account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds. ***These funds are not included in the adopted budget.***

   - **Firemen's Pension Fund** - Used to account for employee and employer contributions towards the Firemen's pension fund.
   - **Police Officer's Pension Fund** - Used to account for employee and employer contributions towards the Police Officer's pension fund.
   - **General Employee's Pension Fund** - Used to account for employee and employer contributions towards the General Employee's pension fund.

FINANCIAL POLICIES

The accounting policies of the City of Ormond Beach conform to generally accepted accounting principles as applicable to governments. The following is a summary of the most significant accounting and budgeting policies.

FUND ACCOUNTING

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The purposes of the City's various funds and account groups are as follows:

1. **BASIS OF BUDGETING**
   The *basis of budgeting* for all funds is the same as the basis of accounting noted below.

2. **BASIS OF ACCOUNTING**
   Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

   All Governmental Funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Revenues that are susceptible to accrual include taxes, intergovernmental revenues, charges for services and investment earnings. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt which are recognized when due.

   All Proprietary Fund Types and Pension Trust Funds are accounted for using the accrual basis of accounting. Their revenues are recognized when earned and expenses are recognized when incurred.

BUDGET POLICIES

1. **BALANCED BUDGET**
   The City will adopt a balanced budget annually. A balanced budget occurs when revenues plus use of available fund balance equals expenditures with individual funds.

2. **BUDGET TRANSFERS AND AMENDMENTS**

   - **Administrative Approval of Intra-departmental Budget Transfers**
     Any budget transfer between line item expenditures accounts (personnel service, operating, and capital outlay) that does not increase or decrease the approved total appropriation of a department within the same fund and is less than $25,000 shall be reviewed by the Budget Director and approved by the City Manager or her designee.

   - **Commission Approval of Budget Transfers**
     The following budget transfers shall be approved by a majority vote of the City Commission:

     - Transfers of $25,000 or more
     - All interfund transfers

   - **Commission Approval of Budget Amendments**
     The following budget amendments shall be approved by Resolution by a majority vote of the City Commission:

     - Recognition of non-budgeted and unanticipated revenues received during the fiscal year.
     - Any increase or decrease in appropriated fund balance.
     - Any increase or decrease in the total approved appropriation of a fund.

REVENUE GUIDELINES

The City employs the following revenue guidelines as part of the budget development process:

1. The General Fund operating budget millage rate will be based on a 96% tax collection rate as computed against the Current Year Gross Taxable Value as shown on Form DR-420 provided to the City by the Volusia County Property Appraiser.

2. The City will annually review Charges for Service to ensure that the fee structure, at a minimum, maintains the current level of cost recovery.

3. Ensure that fees charged in enterprise operations are calculated at a level that will support all direct and indirect costs of the enterprise.

4. Ensure that the basis for computing indirect cost allocations are reviewed annually and are based on prudent and defensible assumptions.

5. Revenue projections for all major non-ad valorem revenue sources will be based on prudent trend analysis that considers current and projected economic conditions. Budget projections for State-shared revenues will consider State of Florida estimates that are contained in the Local Government Financial Information Handbook as one of several factors for determining final revenue estimates.

6. Ensure that the City does not accept any revenue source whose terms of acceptance or collection may adversely affect the City.

7. The use of revenues which have been pledged to bond holders will conform to bond covenants which commit those revenues.

8. The undesignated fund balance in the General Fund will be maintained at no less than 15% of the total General Fund budget exclusive of budgeted reserves for contingency.

9. Water and Wastewater Impact fees will be set at a level that recovers the highest percentage of the cost of future capacity as permitted by law.

10. In financing capital improvements through the use of General Obligation Bonds, the City shall limit outstanding indebtedness to no more than 5% of current gross taxable value.

APPROPRIATION GUIDELINES

1. The City Commission adopts the annual budget at the fund level, whereas department managers prepare their respective budgets at the program level and allocate appropriations to specific line items in order to provide services at the current level of service.

2. Personnel services are estimated based on collective bargaining provisions governing salary adjustments, whereas salary adjustments for non-bargaining unit employees are based on parameters defined by the City Manager and approved by the City Commission. Pension amounts are based on the defined level of funding as determined by the city's actuary. Health insurance premiums for employee coverage are estimated based on current market conditions that affect annual premium adjustments.

3. The emphasis in preparing the annual budget is on the development of performance outcomes and the relationship of those outcomes to providing the current or enhanced level of service and the budget resources needed to accomplish the identified service level.

4. The budget request for all programs will include an itemized list of capital equipment with a unit value of $5,000 or more and a separate line item appropriation for vehicle depreciation that will fund future replacement of city vehicles and heavy equipment based on the vehicle replacement schedule developed by the Fleet Manager and Finance Director.

5. Annually, the City Manager will have a comprehensive Five Year Capital Improvements Program (CIP) developed for review and approval by the City Commission. The Five Year CIP will identify and schedule priority capital improvements and provide recommended financing and the estimated operating budget impact for each project.

6. The level of classification detail at which expenditures may not legally exceed appropriations is the fund level. Department Directors and Division Managers are held accountable for their respective budgets at the program level.

7. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts/receipt of goods or services in process at year-end are completed. Such encumbrances do not constitute expenditures or liabilities, but rather reservations of fund balance for subsequent years' appropriation.

8. Debt service millage will be set at levels which will generate sufficient revenue to make all required principal and interest payments.

CITY OF ORMOND BEACH FUND BALANCE POLICY

1. INTRODUCTION

Sound financial principles dictate that adequate fund balance will be maintained in order to reduce the risks associated with revenue shortfalls, natural disasters, and unanticipated expenditures. As such, the City hereby establishes a Fund Balance policy in accordance with Governmental Accounting and Standards Board Statement (GASB) No. 54.

2. FUND BALANCE CLASSIFICATIONS

- **Non-Spendable Fund Balance** - Amounts that cannot be spent because of the following reasons:
  - not in spendable form
  - legally or contractually required to be maintained intact. Non-Spendable Fund Balance includes items such as inventory, prepaid expenses, and long-term receivables.

- **Restricted Fund Balance** - Amounts constrained to being used for specific purposes by external parties. Examples of constraints on use of fund balance include those imposed by debt covenants, enabling legislation, and grantors.

- **Committed Fund Balance** - Amounts that can be used only for the specific purposes determined by formal action of the City Commission. The specific purpose may only be altered or removed by the City Commission taking the same formal action used to originally impose the constraint. The balance must be determined by the close of the fiscal year.

- **Assigned Fund Balance** - Amounts intended to be used for a specific purpose. The intended purpose may be determined by the City Commission, City Manager, or Finance Director.

- **Unassigned Fund Balance** - This classification represents any fund balance that has not been classified as non-spendable, restricted, committed, or assigned.

3. MINIMUM LEVEL OF UNASSIGNED FUND BALANCE (GENERAL FUND)

The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year in the General Fund. Unassigned fund balance in the General Fund which is in excess of the 15% target may be used for any purpose designated by the City Commission as set forth in the annual budget and subsequent budget amendments. The City will attempt to avoid use of unassigned fund balance for recurring expenditures.

If, after the annual audit, the unassigned fund balance is determined to be below 15%, the Finance Director will notify the City Commission. The Finance Director will provide a plan to reduce expenditures and/or increase revenues in order to restore the fund balance with a timeframe determined by the City Commission.

4. CLASSIFICATION OF FUND BALANCE (GENERAL FUND)

- **Non-Spendable Fund Balance:**
  - Advances to Other Funds-Advances made by the General Fund to address negative balances in other funds.
  - Prepaids
  - Inventories

- **Restricted Fund Balance**
  Restricted fund balance reserves in the General Fund consist of:

  - Frazier Trust-Funds held by the City for use by the Ormond Memorial Art Museum to establish an endowment as stipulated in the final judgment entered by Judge Rouse on July 21, 1997.

- **Committed Fund Balance**

  - Ormond Beach Sports Complex-Funds received from the Volusia County School Board in connection with an agreement dated October 21, 2008 and approved by the City Commission with Resolution 2008-202.

- **Assigned Fund Balance**
  The City Commission hereby establishes the following assigned fund balance reserves in the General Fund:

  - Assignment to Subsequent Year's Budget-Assigned fund balance may be designated for use in the subsequent year's budget by the City Commission, City Manager or Finance Director to appropriate a portion of unassigned fund balance for the purpose of eliminating projected deficits.

- **Unassigned Fund Balance**
  The City Commission hereby establishes the following unassigned fund balance reserves in the General Fund:

  - Revenue Stabilization - The City hereby establishes a budget stabilization fund of $2 million. The budget stabilization fund will be utilized to ensure adequate funding is available to maintain services during periods of significant revenue declines (both anticipated and unforeseen). Furthermore, the reserve can be used to address unfunded mandates.

    The use of budget stabilization reserves which may be appropriated in the subsequent year's budget is limited to $1 million or 50% of the revenue stabilization fund balance available.

    Use of unassigned fund balance will be authorized by the City Commission through approval of a budget ordinance in conjunction with the annual budget process or budget amendment.

- General Fund- The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year. This balance is in addition to the Revenue Stabilization fund balance.

5. **SPENDING ORDER OF FUND BALANCES**
   Restricted amounts will be used first unless there is a legal prohibition to doing so. The City will then utilize committed fund balance followed by assigned fund balance. Unassigned fund balance will be used last.

   The Revenue Stabilization balance will only be used to provide funding for existing services/programs and unfunded mandates when current revenues are insufficient. General Fund Unassigned Fund Balance will be used in all other cases which include funding for one-time expenditures/capital projects and increases in service levels/programming.

6. **LEVEL OF AUTHORITY**
   Committed Fund balance may only be established and revised by approval of the City Commission. The remaining reserve levels and policies herein may be revised and approved by the City Manager or Finance Director.

7. **EFFECTIVE DATE**
   This Policy took effect immediately upon adoption and will be applied beginning with the preparation of the City's September 30, 2011 Comprehensive Annual Financial Report and adoption of the City's Fiscal Year 2011-12 Budget.

CITY OF ORMOND BEACH PURCHASING POLICY

1. **INTRODUCTION**
   This document serves to provide uniform purchasing procedures for all individuals authorized to make purchases on behalf of the City of Ormond Beach. Every employee involved in the purchasing process is required to adhere to the requirements of this document as well as Chapter 2, Article IX, Division 3 of the City of Ormond Beach Code of Ordinance which outlines the regulations applicable to procurement by City employees.

2. **NEW VENDORS**
   The purchaser must submit the New Vendor Request form when making purchases from vendors who have not previously done business with the City.

3. **PURCHASING PROCEDURES**

   - Purchases exceeding $25,000 require issuance of an invitation to bid or RFP:
     - Bid/RFP specifications are to be submitted to the Purchasing Coordinator for review along with a Bid/RFP Request Approval form.
     - Once the specifications have been approved, the Purchasing Coordinator will advertise the bid/RFP and post to DemandStar.
     - All bids/RFP's and corresponding amendments will be provided exclusively through DemandStar unless other arrangements are approved by the Purchasing Coordinator.
     - Recommendations for award will be determined as follows:
       - For invitations to bid, the Contract Manager will determine the lowest qualified, responsive, and responsible bidder.
       - For RFP's, a review committee will determine which proposal is deemed appropriate for recommendation of award.
     - A recommendation for award (via a CM memo) will be prepared by the Contract Manager and submitted to the Finance Director for approval. Once approved, the CM memo will be forward to the City Attorney and City Clerk for placement on the appropriate agenda.

   - Purchases $2,500-$25,000:
     - The purchaser will obtain three written quotations.

   - Special Purchasing Issues:
     - Sole source procurement where there is only one source for the required item(s) or service(s).
       - The purchaser must submit a Sole Source Procurement form to the Purchasing Coordinator prior to making such purchases.
       - The Sole Source Procurement form will be posted on DemandStar for ten days prior to making such purchases.

- Emergency procurements may be authorized by the Finance Director when there exists a threat to public health, welfare or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.
    - The purchaser must submit a memo to the Finance Director outlining the need to make an emergency purchase in advance of making such purchase.
- Change orders
    - If the cumulative value is less than $25,000, City Commission approval is NOT required prior to the authorization of additional work. The City Commission will be notified upon completion of the project of the total change order amount.
    - If/when the cumulative value exceeds $25,000, City Commission approval must be received prior to the authorization of additional work.

4. PURCHASE REQUISITIONS

- Purchase requisitions should be entered for ALL items/services with the following exceptions:
    - Travel reimbursement-In lieu of a purchase requisition, employees should submit a Travel Request Voucher and applicable supporting documentation prior to undertaking any travel. **An employee may elect to pay the cost of travel and receive reimbursement thereafter or have payment made directly to the appropriate vendors.**
    - Debt Service payments
    - Reimbursements to employees, civic organizations, entertainers
    - Refunds
    - Employee/Retiree benefit payments
    - Waste Management monthly disbursements

- Except as noted above, no purchases shall be made until a purchase requisition has been entered and all approvals have been received.

- Education reimbursement is first approved by submittal of the Education Reimbursement Request form. Once all necessary signatures have been obtained, a purchase requisition should be entered.

- All vendors who are providing services to the City must be licensed accordingly. It is the purchaser's responsibility to contact the City's building division and validate that the vendor has obtained all applicable business licenses.

- The purchaser is expected to verify that the vendor chosen has met the applicable insurance requirements as specified in Resolution 2011-116 dated 8/16/11.
    - Insurance requirements can be found in the New Vendor attachment.
    - Existing insurance certificates will be maintained by the Risk Manager and are available for review by the purchaser at S:\VendorInsurance

- If a valid insurance certificate is not available at S:\VendorInsurance, it is the purchaser's responsibility to obtain the necessary certificate(s) and email the certificate(s) to the Risk Manager.
- Once the Risk Manager has received the necessary insurance certificate(s), she will approve the requisition.

➢ If the purchase requires obtainment of written quotations, the quotations must be emailed to the Purchasing Coordinator. All quotations (whether verbal or written) should be documented within the electronic purchase requisition.

5. REQUEST FOR PAYMENT

➢ Invoices submitted to the Finance Department for payment should include:
- Two signatures, one of which is a Department Head, Division Manager, or Supervisor/Foreman.
- For purchases made with a purchase order:
  - Complete the receipts processing in Naviline.
  - Write the purchase order number on the invoice.
- For purchases made without a purchase order, write the account number(s) on the invoice.
- All invoices must be received by Tuesday at noon for payment on Friday of the same week.

6. CREDIT CARD USAGE

In the event a purchase can only be made via a credit card, the purchaser must first obtain the approval of the Finance Director and Purchasing Coordinator by submitting the Credit Card Approval form.

1. The City of Ormond Beach is hereby authorized to invest funds under its control, which are in excess of those funds required to meet short-term expenses, in the following instruments, and may divest itself of such investments, at prevailing market prices or rates, subject to the limitations stated:
    a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes;
    b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
    c) Savings accounts in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
    d) Certificates of deposit in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
    e) Direct obligations of the U.S. Treasury; and
    f) Federal instrumentalities. Agencies and instrumentalities.

2. The securities listed in subparagraphs (c), (d), (e), and (f) of Paragraph 1 shall be invested to match investment maturities with known cash needs and anticipated cash-flow requirements.

3. This Investment Policy shall not apply to pension funds, trust funds, or funds related to the issuance of debt, provided that there are other existing policies or indentures in effect for such funds.

The complete policy can be found in the appendix of this document.

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ALL FUNDS SUMMARY

The FY 2024-25 budget includes total net appropriations of $131.98 million

ALL FUNDS SUMMARY	
	Budget
Description	**FY 2024-25**
General Fund (001)	**49,185,112**
Special Revenue Funds:	
Downtown Redevelopment Trust Fund (104)	1,822,138
Ormond Crossings Trust Fund (106)	346,798
Stormwater Utility Fund (107)	3,434,247
Airport Fund (108)	369,418
Local Law Enforcement Trust Fund (109)	-
Economic Development Fund (110)	-
State Law Enforcement Trust Fund (112)	-
Pension Contribution Pass Through Fund (113)	1,300,000
Recreation Facility Fee Fund (115)	57,225
Grants Fund (116)	-
Total Special Revenue Funds	**7,329,826**
Debt Service Funds:	
Financing Debt Service Fund (205)	660,000
2002 GOB Debt Service Fund (209)	-
2003 GOB Debt Service Fund (210)	-
2004 Revenue Bond Fund (211)	-
2010 Beachfront Park Bond Fund (220)	346,322
Total Debt Service Funds	**1,006,322**
Capital Improvement Funds:	
Capital Improvements Fund (301)	4,999,383
Equipment Renewal & Replacement Fund (302)	407,000
Public Safety Vehicle & Equipment Fund (305)	888,000
Transportation Improvements Fund (308)	2,159,976
Recreational Impact Fee Fund (310)	100,000
Local Road Impact Fee Fund (316)	50,000
Facilities Renewal & Replacement Fund (317)	879,126
Stormwater Impact Fee Fund (318)	50,000
Leisure Services Capital Fund (322)	954,116
Total Capital Improvement Funds	**10,487,601**
Water and Wastewater Funds:	
Water and Wastewater Fund (401)	26,307,887
Vehicle Replacement Fund (408)	850,000
Renewal & Replacement Fund (409)	12,346,951
Water/Wastewater Consolidated Debt Service Fund (414)	4,924,000
West Ormond Reuse Impact Fee Fund (433)	-
Water System Impact Fee Fund (434)	700,000
Wastewater System Impact Fee Fund (435)	675,000
Total Water and Wastewater Funds	**45,803,838**
Solid Waste Fund (460)	**13,407,304**
Workers Compensation Fund (502)	**1,851,612**
General Liability Fund (504)	**2,905,253**
TOTAL BUDGET APPROPRIATION	**131,976,868**
Less: Interfund Transfers	**(17,984,692)**
Fleet Operations (Internal Service Charges)	**(1,900,237)**
Engineering (Internal Service Charges)	**(1,329,783)**
Consolidated Insurance Fund (Internal Service Charges)	**(4,756,865)**
TOTAL NET BUDGET	**106,005,291**

BUDGET SUMMARY

BUDGET THREE YEAR SUMMARY
CITY OF ORMOND BEACH, FLORIDA

REVENUES	Actuals FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Taxes	25,403,582	27,603,629	30,818,462	3,214,833	11.65%
Licenses and Permits	8,705,301	9,191,075	8,852,879	(338,196)	-3.68%
Intergovernmental Revenue	7,755,013	10,142,644	12,645,447	2,502,803	24.68%
Charges for Service	36,075,690	39,934,003	42,339,503	2,405,500	6.02%
Fines and Forfeitures	108,159	73,000	73,000	-	0.00%
Miscellaneous Revenues	5,787,213	3,823,969	4,277,061	453,092	11.85%
TOTAL SOURCES	**83,834,958**	**90,768,320**	**99,006,352**	8,238,032	9.08%
Transfers In	8,883,882	15,794,186	17,984,692	2,190,506	13.87%
Bond Proceeds and Other Sources	0	13,558,610	14,985,824	1,427,214	10.53%
TOTAL REVENUES, TRANSFERS AND BALANCES	**92,718,840**	**120,121,116**	**131,976,868**	11,855,752	9.87%

EXPENDITURES	Actuals FY 2022-23	Budget FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Government Services	19,054,778	13,986,274	15,559,998	1,573,724	11.25%
Public Safety	21,932,633	23,908,753	25,033,910	1,125,157	4.71%
Physical Environment	28,309,979	38,036,985	38,735,358	698,373	1.84%
Transportation	8,077,933	8,797,317	13,035,831	4,238,514	48.18%
Economic Environment	394,345	410,971	437,322	26,351	6.41%
Human Services	112,507	291,528	291,528	-	0.00%
Leisure Services	8,818,277	9,272,345	9,712,212	439,867	4.74%
Debt Service	5,920,110	5,662,234	5,344,000	(318,234)	-5.62%
TOTAL EXPENDITURES	**92,620,562**	**100,366,407**	**108,150,159**	7,783,752	7.76%
Transfers Out	3,981,612	15,794,186	17,984,692	2,190,506	13.87%
Contingency	792	3,960,523	5,842,017	1,881,494	47.51%
TOTAL APPROPRIATED EXPENDITURES, RESERVES AND BALANCES	**96,602,966**	**120,121,116**	**131,976,868**	11,855,752	9.87%

CHANGE IN FUND BALANCE

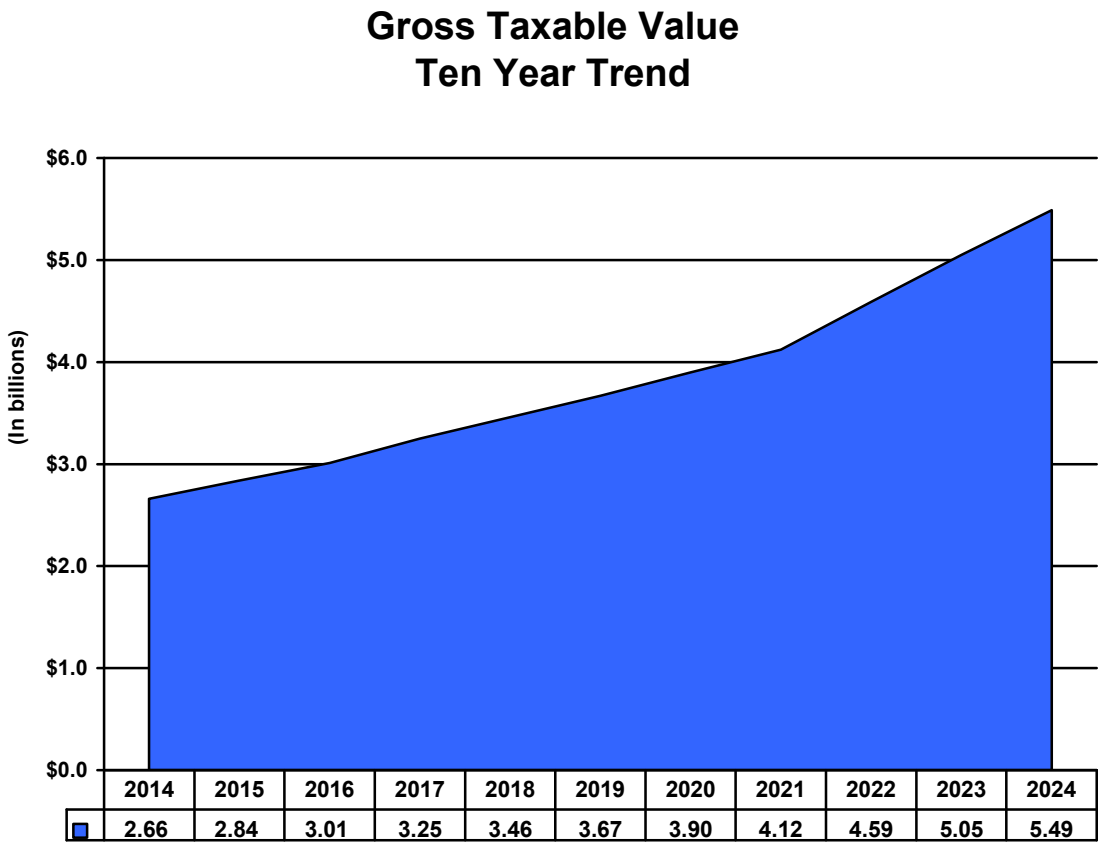
Description	Estimated Beginning Fund Balance	Budget Revenue FY 2024-25	Budget Expenditures FY 2024-25	Use of Fund Balance	Estimated Ending Fund Balance
GENERAL FUND (001)	**7,500,000**	47,920,112	**49,185,112**	**1,265,000**	6,235,000
SPECIAL REVENUE FUNDS					
DOWNTOWN REDEVELOPMENT TRUST FUND (104)	1,100,000	1,822,138	1,822,138	-	1,100,000
ORMOND CROSSINGS TRUST FUND (106)	900,000	346,798	346,798	-	900,000
STORMWATER UTILITY FUND (107)	7,400,000	2,675,000	3,434,247	759,247	6,640,753
AIRPORT FUND (108)*	(1,100,000)	241,700	369,418	127,718	(1,227,718)
LOCAL LAW ENFORCEMENT TRUST FUND (109)	-	-	-	-	0
ECONOMIC DEVELOPMENT FUND (110)	-	-	-	-	0
STATE LAW ENFORCEMENT TRUST FUND (112)	6,000	-	-	-	6,000
PENSION CONTRIBUTION PASS THROUGH (113)	-	1,300,000	1,300,000	-	0
RECREATION FACILITY FEE FUND (115)	440,000	57,225	57,225	-	440,000
TOTAL SPECIAL REVENUE FUNDS	**8,746,000**	**6,442,861**	**7,329,826**	**886,965**	**7,859,035**
DEBT SERVICE FUNDS					
FINANCING DEBT SERVICE FUND (205)	200,000	660,000	660,000	-	200,000
2002 GOB DEBT SERVICE FUND (209)	140,000	-	-	-	140,000
2003 GOB DEBT SERVICE FUND (210)	8,000	-	-	-	8,000
2005 REVENUE BOND FUND (211)	-	-	-	-	0
2010 BEACHFRONT PARK BONDS (220)	-	346,322	346,322	-	0
TOTAL DEBT SERVICE FUNDS	**348,000**	**1,006,322**	**1,006,322**	**-**	**348,000**
CAPITAL PROJECT FUNDS					
CAPITAL IMPROVEMENTS FUND (301)	300,000	4,999,383	4,999,383	-	300,000
EQUIPMENT RENEWAL AND REPLACEMENT FUND (302)	300,000	324,434	407,000	82,566	217,434
PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305)	250,000	-	888,000	19,530	230,470
TRANSPORTATION IMPROVEMENTS FUND (308)	2,000,000	1,754,116	2,159,976	405,860	1,594,140
RECREATION IMPACT FEE FUND (310)	400,000	100,000	100,000	-	400,000
LOCAL ROAD IMPACT FEE FUND (316)	1,200,000	50,000	50,000	-	1,200,000
FACILITIES RENEWAL & REPLACEMENT (317)	-	879,126	879,126	-	-
STORMWATER IMPACT FEE FUND (318)	500,000	50,000	50,000	-	500,000
LEISURE SERVICES CAPITAL (322)	-	954,116	954,116	-	0
TOTAL CAPITAL PROJECTS FUNDS	**4,950,000**	**9,111,175**	**10,487,601**	**507,956**	**4,442,044**

*Deficit is being funded through an advance from the General Fund

REVENUE HIGHLIGHTS

OVERVIEW:
Citywide net revenues and use of prior year's reserves for FY 2024-25 are budgeted at $106,005,291.

TAXABLE VALUE:
The 2024 taxable value is $5.49 billion, an increase of $440 million from the 2023 taxable value. The increase in taxable value includes $406 million from existing properties and $53 million from new construction and annexations.



PROPERTY TAX REVENUE & RATES:

General operating revenue available for general operations and capital improvements is estimated to be $21.8 million.

Summary of Property Tax Rates

	Fund	FY 2023-24	FY 2024-25	$ Var	% Var	FY 2024-25 97 % Revenue
General Fund	001	3.2620	3.4320	0.1700	5.21%	18,285,823.08
Facilities Renewal & Replacement	317	0.1650	0.1650	-	0.00%	879,126.11
Capital Improvements	301	0.0840	0.0840	-	0.00%	447,555.11
Vehicle & Equipment R & R	302	0.0440	0.0440	-	0.00%	234,433.63
Transportation Improvements	308	0.1040	0.1040	-	0.00%	554,115.85
Public Safety Fund	305	0.1630	0.1630	-	0.00%	868,470.04
Leisure Service Fund	3XX	0.1040	0.1040	-	100.00%	554,115.85
Subtotal - Operating Millage		**3.9260**	**4.0960**	**0.1700**	**4.33%**	**21,823,639.6653**
2010 GOB	220	0.0800	0.0650	(0.0150)	-18.75%	346,322.41
Subtotal - Debt Millages		**0.0800**	**0.0650**	**(0.0150)**	**-18.75%**	
Combined City Tax Rate		**4.0060**	**4.1610**	**0.1550**	**3.87%**	

The operating tax rate is proposed to be 4.0960 mills. The total tax rate (including debt service) is proposed at 4.1610 mills.

GENERAL FUND REVENUES

General Fund net revenues are budgeted to be $45,955,092, an increase of $5,568,364 from the previous year. The change includes an increase in property tax revenue of $2,297,357 resulting from an increase in the taxable value and rate. License and Permit revenue is expected to increase by $192,000 and Intergovernmental Revenue is expected to increase from the prior year budget by $140,000.

The largest components of General Fund revenue include:

- Property taxes ($18.5 million)
- Other Taxes ($7.2 million)
- License and Permits ($5.4 million)
- Intergovernmental revenues ($5.2 million) which includes the half cent sales tax and municipal revenue sharing.
- Transfers to the General Fund ($6.9 million)

DOWNTOWN REDEVELOPMENT FUND:

Tax increment proceeds are the primary revenue source for the Downtown Development Fund. The incremental taxable value of the district increased by $14.1 million with 95% being captured within the fund. Revenue from tax increment proceeds are used for capital improvements within the district.

STORMWATER UTILITY FUND:

Revenues consist of stormwater user fees in the amount of $2.6 million. The proposed budget assumes no increase in the monthly stormwater fee.

CAPITAL IMPROVEMENT FUND,

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $448,000 in property tax revenue.

VEHICLE/EQUIPMENT RENEWAL & REPLACEMENT:

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $234,000 in property tax revenue to fund General vehicles.

PUBLIC SAFETY VEHICLE/EQUIPMENT FUND:

In fulfillment of the City Commission's strategic plan, the budget includes a dedicated millage for public safety vehicle and equipment replacement established in FY 2021-22 which will generate $868,000 in property tax revenue.

TRANSPORTATION FUND:

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates $554,000 in property tax revenue.

FACILITIES RENEWAL & REPLACEMENT FUND:

Pursuant to the City Commission's direction, the budget includes a dedicated millage of for facilities renewal and replacement which generates $878,000.

LEISURE SERVICES CAPITAL FUND:

Pursuant to the City Commission's direction, a new dedicated millage has been established for Leisure Service capital projects which generates $554,000.

WATER AND WASTEWATER:

The primary revenue source of the Water and Wastewater Fund consists of user fees to customers both inside and outside the City. Water and sewer fees account for $23.6 million.

Water/Wastewater Rate Increase History

Date	Increase	Water	Sewer	Amount
10/01/98	5.06%	$ 14.15	$ 19.04	$ 33.19
10/01/02	2.47%	$ 14.50	$ 19.51	$ 34.01
02/01/06	17.23%	$ 17.00	$ 22.87	$ 39.87
10/01/06	5.99%	$ 18.03	$ 24.23	$ 42.26
01/01/08	5.77%	$ 19.07	$ 25.63	$ 44.70
10/01/08	5.97%	$ 20.20	$ 27.17	$ 47.37
10/01/09	1.77%	$ 20.56	$ 27.65	$ 48.21
10/01/10	2.57%	$ 21.09	$ 28.36	$ 49.45
10/01/13	2.50%	$ 21.62	$ 29.08	$ 50.70
10/01/15	3.94%	$ 22.62	$ 30.08	$ 52.70
09/30/16	3.80%	$ 23.62	$ 31.08	$ 54.70
10/1/2017	3.66%	$ 24.62	$ 32.08	$ 56.70
9/30/2018	1.76%	$ 25.12	$ 32.58	$ 57.70
10/01/21	1.80%	$ 25.28	$ 33.16	$ 58.44
09/30/22	3.50%	$ 26.47	$ 34.33	$ 60.80
10/01/23	6.00%	$ 28.06	$ 36.39	$ 64.45
09/30/24	6.00%	$ 29.73	$ 38.58	$ 68.31

WATER AND WASTEWATER RENEWAL & REPLACEMENT FUND:

Revenues of the Renewal and Replacement Fund include a transfer of $3.1 million from the Water and Wastewater Operating Fund.

SOLID WASTE:

The primary revenue source is solid waste user fees ($11.5 million). No increase to rates is proposed.

EXPENDITURE HIGHLIGHTS

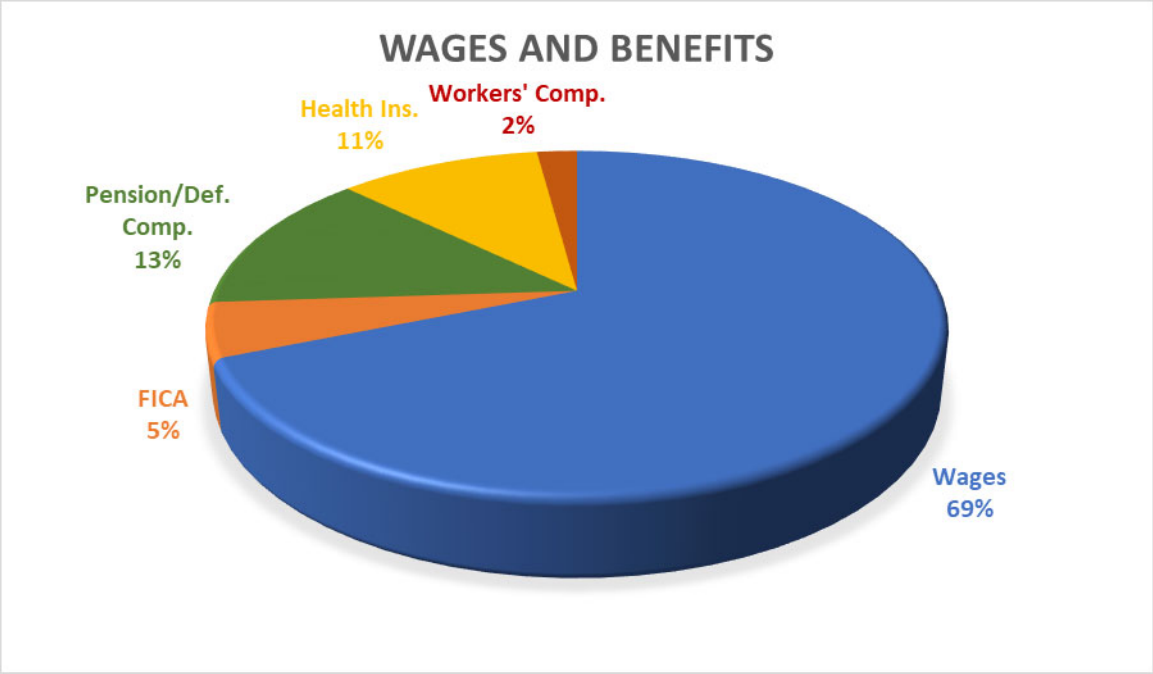
PERSONNEL COSTS:

Total personnlel costs are budgeted to be $39.3 million for FY 2024-25.

All Funds Wages and Benefits				
	Budget FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Wages	24,345,290	27,049,550	2,704,260	11.11%
FICA	1,862,413	2,018,950	156,537	8.41%
Pension/Deferred Comp.	4,464,269	5,230,878	766,609	17.17%
Health Insurance	4,124,081	4,189,570	65,489	1.59%
Worker's Compensation	781,612	826,612	45,000	5.76%
	35,577,665	39,315,560	3,737,895	10.51%

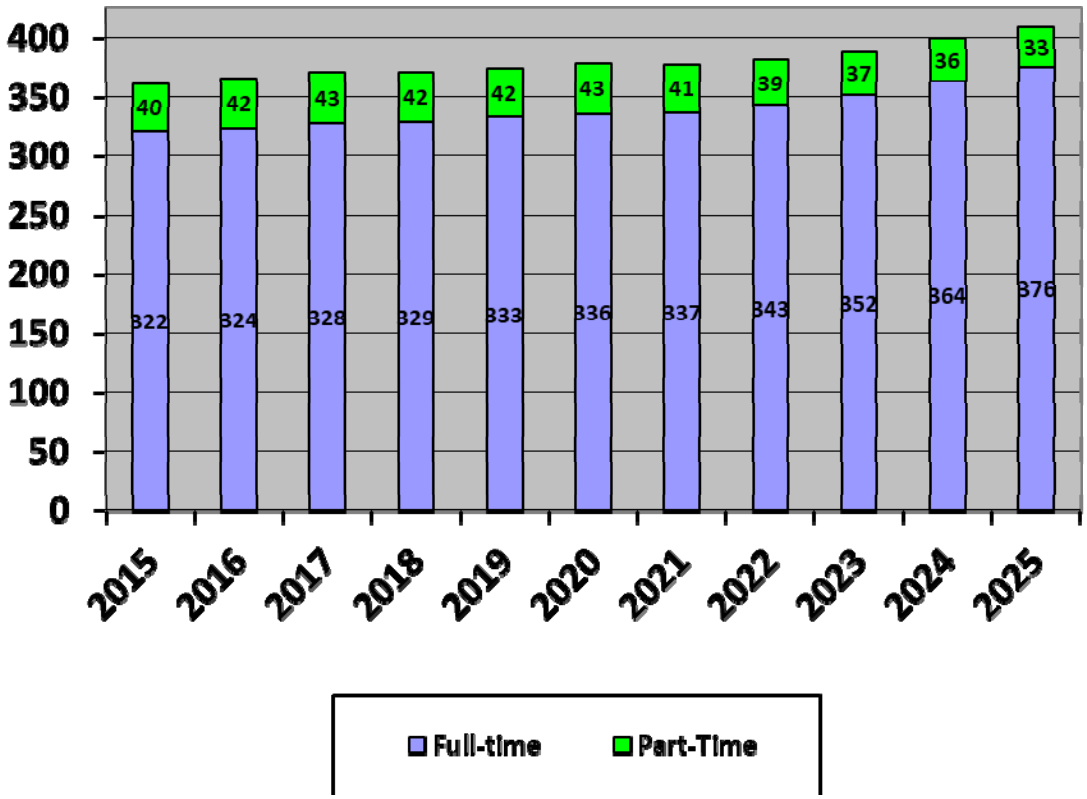
General Fund Wages and Benefits				
	Budget FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Wages	19,152,635	21,692,151	2,539,516	13.26%
FICA	1,465,175	1,609,108	143,933	9.82%
Pension/Deferred Comp.	3,905,280	4,566,892	661,612	16.94%
Health Insurance	3,100,552	3,136,117	35,565	1.15%
Worker's Compensation	621,912	652,610	30,698	4.94%
	28,245,554	31,656,878	3,411,324	12.08%

Other Fund Wages and Benefits				
	Budget FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Wages	5,192,655	5,357,399	164,744	3.17%
FICA	397,238	409,842	12,604	3.17%
Pension/Deferred Comp.	558,989	663,986	104,997	18.78%
Health Insurance	1,023,529	1,053,453	29,924	2.92%
Worker's Compensation	159,700	174,002	14,302	8.96%
	7,332,111	7,658,682	326,571	4.45%



POSITION COUNT HISTORY:

The budget includes 376 full-time positions and 33 part-time positions.



AUTHORIZED POSITIONS:

	FY 22-23			FY 23-24			FY 24-25		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
Department / Division	**Positions**	**Positions**	**FTE**	**Positions**	**Positions**	**FTE**	**Positions**	**Positions**	**FTE**
Office of City Manager	5.00	-	5.00	5.00	-	5.00	5.00	-	5.00
Support Services	4.00	-	4.00	4.00	-	4.00	4.00	-	4.00
Office of City Attorney	5.00	-	5.00	5.00	-	5.00	5.00	-	5.00
Human Resources	4.00	-	4.00	5.00	-	5.00	5.00	-	5.00
Finance Department									
Budget/Finance	10.00	-	10.00	10.00	-	10.00	10.00	-	10.00
Utility Billing	12.00		12.00	12.00		12.00	12.00		12.00
Information Technology	7.00	-	7.00	7.00	-	7.00	8.00	-	8.00
Planning Department	5.00	1.00	5.60	6.00	-	6.00	6.00	-	6.00
Building Inspections/Permitting	12.00	-	12.00	13.00	-	13.00	14.00	-	14.00
Economic Development	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
Police Department	92.00	-	92.00	94.00	-	94.00	95.00	-	95.00
Neighborhood Improvement	6.00	-	6.00	6.00	-	6.00	6.00	-	6.00
Fire Department	48.00	-	48.00	48.00	-	48.00	51.00	-	51.00
Public Works Department									
Engineering	12.00	-	12.00	12.00	-	12.00	12.00	-	12.00
Streets and Roadside Mnt.	19.00	-	19.00	21.00	-	21.00	21.00	-	21.00
Fleet Operations	5.00	1.00	5.50	5.00	1.00	5.50	5.00	1.00	5.50
Page Subtotal	247.00	2.00	248.10	254.00	1.00	254.50	260.00	1.00	260.50

AUTHORIZED POSITIONS:

	FY 22-23			FY 23-24			FY 24-25		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
Department / Division	Positions	Positions	FTE	Positions	Positions	FTE	Positions	Positions	FTE
Stormwater Maintenance	10.00	-	10.00	11.00	-	11.00	11.00	-	11.00
Utilities									
Water Production	22.00	1.00	22.50	23.00	1.00	23.50	23.00	1.00	23.50
Wastewater Treatment	13.00	-	13.00	15.00	-	15.00	15.00	-	15.00
Water Distribution	14.00	-	14.00	14.00	-	14.00	14.00	-	14.00
Wastewater Collection	13.00	-	13.00	13.00	-	13.00	13.00	-	13.00
Solid Waste									
Collection and Disposal	1.00	-	1.00	2.00	-	2.00	2.00	-	2.00
Recycling	-	-	-	-	-	-	-	-	-
Leisure Services									
Building Maintenance	7.00	1.00	7.50	7.00	1.00	7.50	7.00	1.00	7.50
Administration	6.00	1.00	6.50	6.00	1.00	6.50	6.00	1.00	6.50
Nova Community Center	1.00	5.00	3.50	1.00	5.00	3.50	2.00	4.00	4.00
South Ormond Neighborhood Center	2.00	3.00	3.50	2.00	3.00	3.50	2.00	3.00	3.50
Gymnastics	-	-	-	-	-	-	-	-	-
Athletic Field Maintenance	4.00	7.00	7.50	4.00	7.00	7.50	6.00	7.00	9.50
Parks and Grounds Mnt.	5.00	2.00	6.00	5.00	2.00	6.00	5.00	2.00	6.00
The Casements	2.00	5.00	4.50	2.00	5.00	4.50	2.00	5.00	4.50
Environmental Discovery Center	1.00	2.00	2.00	1.00	2.00	2.00	2.00	2.00	3.00
Performing Arts Center	1.00	5.00	3.50	2.00	5.00	4.50	3.00	5.00	5.50
Senior Center	-	1.00	0.50	-	1.00	0.50	-	1.00	0.50
Community Events	1.00	2.00	2.00	1.00	2.00	2.00	2.00	-	2.00
Airport	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
Total FTE	**352.00**	**37.00**	**369.60**	**364.00**	**36.00**	**382.00**	**376.00**	**33.00**	**392.50**

FY 24-25 Changes:	Position	FTE
Full-time:		
Add Deputy Building Official	1.00	1.00
Add Network & Systems Administrator	1.00	1.00
Add Police Administrative Assistant	1.00	1.00
Add Fire Marshal	1.00	1.00
Add Fire Battalion Chief-Administration	1.00	1.00
Add Fire Fighter	1.00	1.00
Add Therapuetic Aid Leader (Nova)	1.00	1.00
Add Athletic Fields Maintenance Worker	1.00	1.00
Add Athletic Fields Maintenance Leader	1.00	1.00
Add Recreation Leader (EDC)	1.00	1.00
Add Community Events Leader	1.00	1.00
Add Assistant PAC Coordnator	1.00	1.00
	12.00	**12.00**
Part-time:		
Delete Therapuetic Aid Leader (Nova)	(1.00)	(0.50)
Delete Community Events Leader	(2.00)	(1.00)
	(3.00)	**(1.50)**
TOTAL	**9.00**	**10.50**

EXPENDITURES

GENERAL FUND:
General fund net expenditures are $45,955,092, an increase of $5,568,364 from the previous year. The budget includes $3.1 million for health insurance. The budget also includes $4.6 million for the City's annual required pension contribution which increased 16.9% over the current year amount.

DOWNTOWN REDEVELOPMENT FUND:
The budget includes $509,000 for maintenance and capital improvements. Property improvement grant funding is also included in the amount of $200,000.

STORMWATER UTILITY FUND:
The budget includes $1.6 million for personnel and operating costs, transfers of $280,000, and $1.5 million in capital improvement projects.

CAPITAL IMPROVEMENT FUND:
The budget includes:
- Military Boulevard Sidewalk ($274,000)
- Police Department/EOC Design ($2.9 million)
- Data Center Infrastructure ($800,000)
- Fleet Canopy Improvements ($700,000)

TRANSPORTATION FUND:
The budget includes $1.2 million in infrastructure improvements and $750,000 in transfers to the General Fund for streets maintenance.

FACILITIES RENEWAL AND REPLACEMENT FUND:
The budget includes maintenance to various City facilities $262,000 and capital improvement projects of $592,000.

LEISURE SERVICE CAPITAL FUND:
The budget includes capital improvement projects of $900,000.

WATER AND WASTEWATER:
The budget includes $14.7 million of personnel and operating expenditures and $11.6 million in transfers for capital project funding and debt service.

SOLID WASTE:
This fund receives fees for solid waste removal and recycling services from City residents and business and pays an outside contractor to perform these services. The budget includes $10.1 million for personnel and operating expenses and $3 million in transfers.

DEBT SUMMARY:

The Charter of the City of Ormond Beach does not provide a debt limit. Bond Series 2004 was issued to finance the construction of Fire Station #91. Series 2010, was the result of a voter referendum for the construction of a beachfront park.

GENERAL GOV'T DEBT SERVICE REQUIREMENTS

Amounts in thousands

Fiscal Year Ending	2010 General Obligation Bonds Beachfront Park		
	Principal	Interest	Total
2025	290	55	345
2025 & Beyond	1,585	140	1,725
Total	1,875	195	2,070

Water and Sewer Bonds are issued to provide financing for the construction and rehabilitation of the City's water and wastewater system.

WATER AND SEWER REVENUE BONDS AND SRF LOAN FOR WWW

In thousands

FY Ending	Principal	Interest	Total
2025	$ 3,874	$ 461	$ 4,335
2026	$ 1,727	$ 341	$ 2,068
2027	$ 1,775	$ 293	$ 2,068
2028	$ 1,830	$ 245	$ 2,075
2029	$ 1,884	$ 195	$ 2,079
2030	$ 1,942	$ 143	$ 2,085
2031	$ 1,517	$ 89	$ 1,606
2032	$ 1,286	$ 53	$ 1,339
2033	$ 853	$ 20	$ 873
Total	**$ 16,688**	**$ 1,840**	**$ 18,528**

GENERAL FUND
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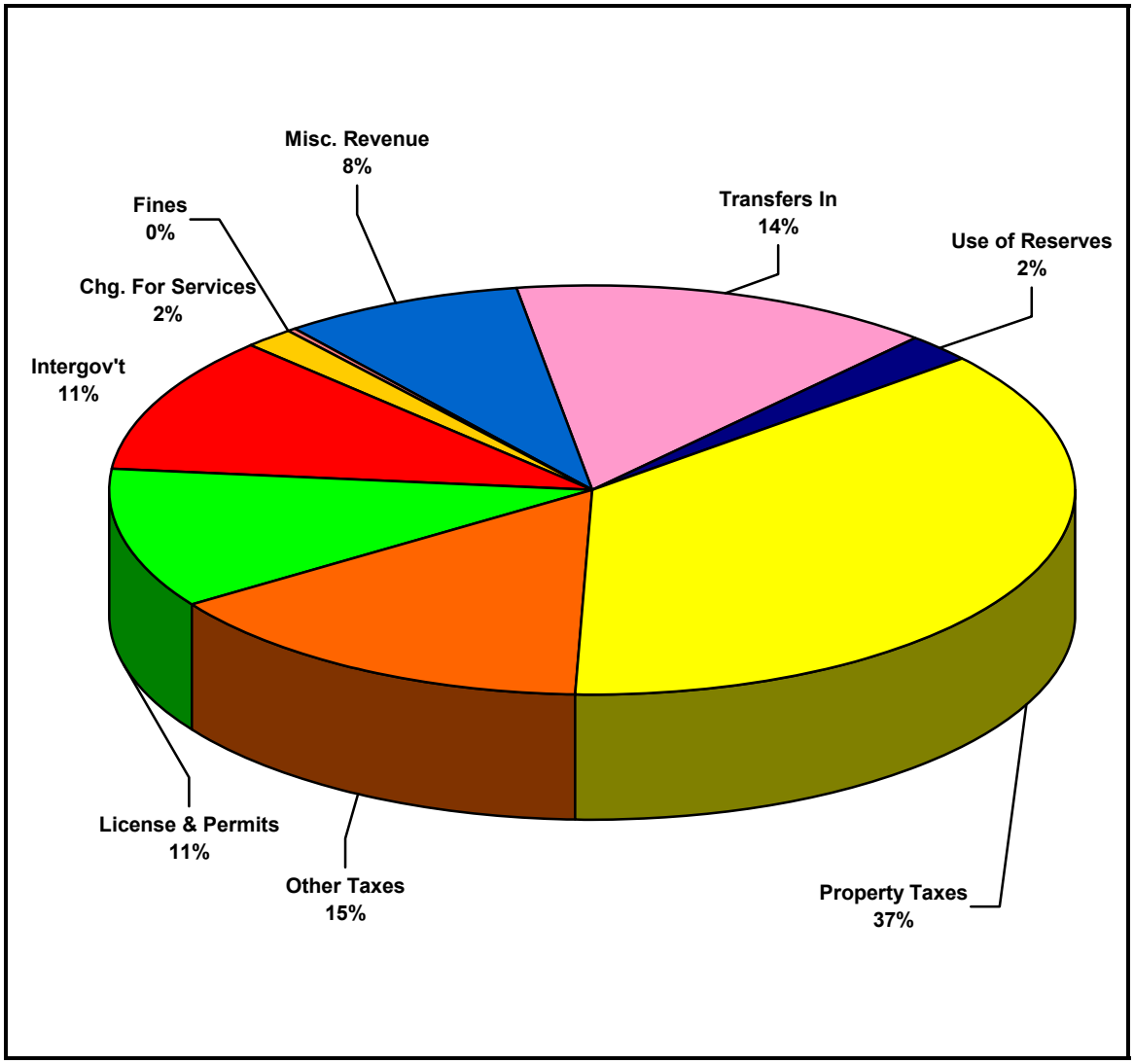
GENERAL FUND REVENUES

General Fund Revenue Summary Description	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Revenues					
Property Taxes	14,385,910	16,188,466	18,485,823	2,297,357	14.19%
Other Taxes	7,181,661	6,568,500	7,248,500	680,000	10.35%
License and Permits	5,160,277	5,184,350	5,376,350	192,000	3.70%
Intergovernmental	5,451,076	5,256,300	5,162,000	(94,300)	-1.79%
Charges for Services	1,082,211	858,138	864,638	6,500	0.76%
Fines & Forfeitures	70,591	73,000	73,000	-	0.00%
Miscellaneous Revenue	3,839,118	3,553,765	3,856,857	303,092	8.53%
Transfers In	4,779,108	5,709,321	6,852,944	1,143,623	20.03%
Use of Fund Balance:	-	70,000	1,265,000	1,195,000	1707.14%
Total Revenues	**41,949,952**	**43,461,840**	**49,185,112**	**5,723,272**	**13.17%**
Less: Fleet	**1,903,160**	**1,823,290**	**1,900,237**	**76,947**	**4.22%**
Less: Engineering	**1,129,269**	**1,251,822**	**1,329,783**	**77,961**	**6.23%**
Total Net Revenues	**38,917,523**	**40,386,728**	**45,955,092**	**5,568,364**	**13.79%**

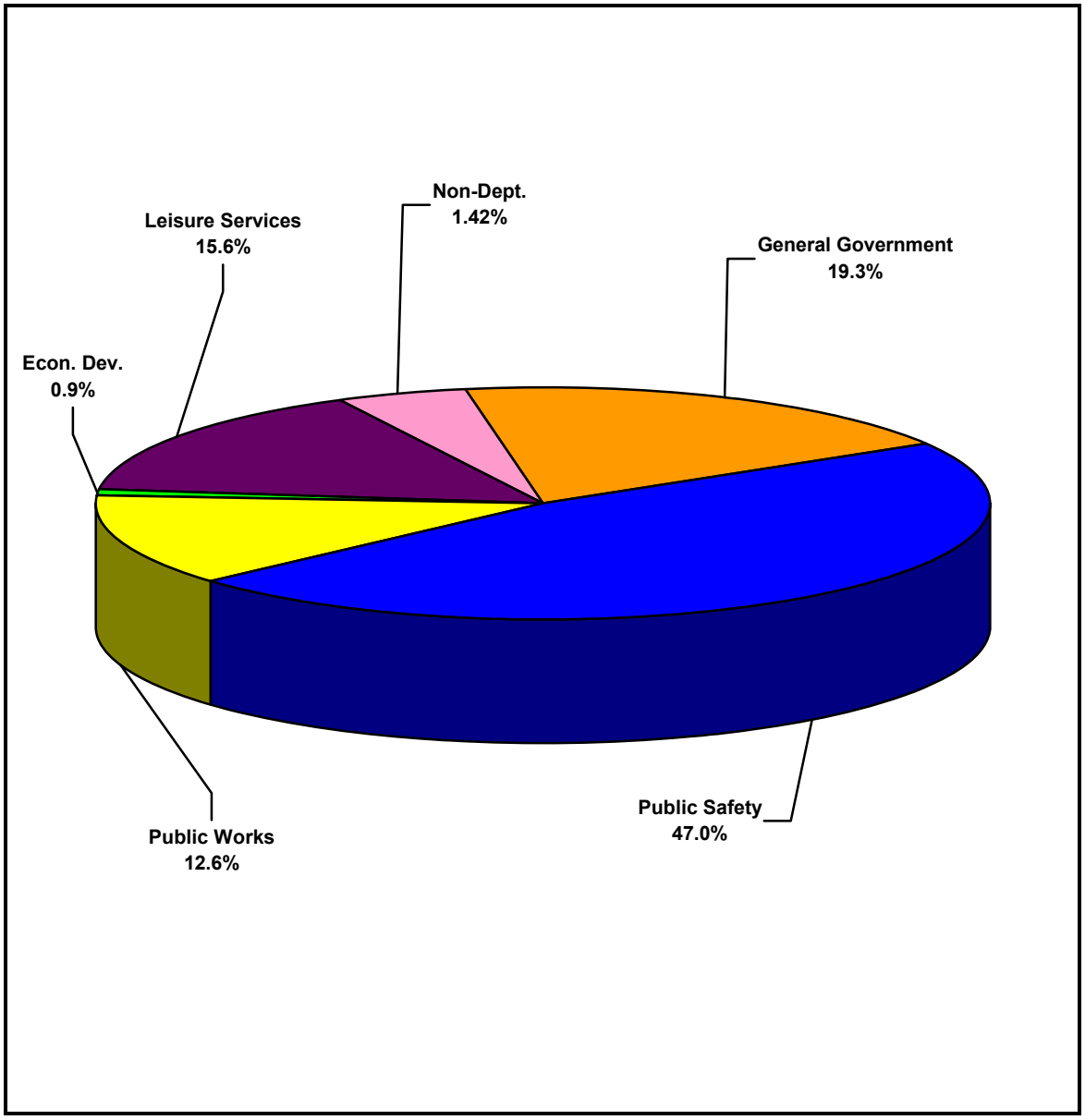
GENERAL FUND REVENUES



GENERAL FUND EXPENDITURE SUMMARY

General Fund Summary Description	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Government					
City Commission	416,459	398,297	448,925	50,628	12.71%
City Manager	721,235	766,686	903,986	137,300	17.91%
Support Services	438,930	436,052	473,841	37,789	8.67%
City Attorney	943,005	897,617	1,304,609	406,992	45.34%
Finance	1,078,544	1,126,785	1,200,017	73,232	6.50%
Information Technology	1,265,214	1,661,794	2,364,333	702,539	42.28%
Human Resources	607,920	610,162	730,163	120,001	19.67%
Planning	734,840	815,894	873,037	57,143	7.00%
Building Maintenance	1,009,133	937,759	1,046,146	108,387	11.56%
Total General Government	**7,215,280**	**7,651,046**	**9,345,057**	**1,694,011**	**22.14%**
Public Safety					
Police Administration	952,240	1,197,397	1,434,844	237,447	19.83%
Police Operations	6,940,115	7,508,510	8,313,572	805,062	10.72%
Police Community Outreach	560,741	620,646	666,040	45,394	7.31%
Police Criminal Investigations	1,327,511	1,527,310	1,571,364	44,054	2.88%
Police Community Services	439,560	444,250	470,374	26,124	5.88%
Police Records	160,439	193,324	197,910	4,586	2.37%
Neighborhood Improvements	419,050	496,897	524,896	27,999	5.63%
Fire & EMS	7,252,266	7,363,742	8,202,046	838,304	11.38%
Building Inspections	1,135,174	1,208,177	1,567,364	359,187	29.73%
Total Public Safety	**19,187,096**	**20,560,253**	**22,948,410**	**2,388,157**	**11.62%**
Public Works					
Roadside and Right of Way Mnt.	2,456,498	2,622,263	2,826,514	204,251	7.79%
Engineering	1,129,269	1,251,822	1,329,783	77,961	6.23%
Fleet	1,903,160	1,823,290	1,900,237	76,947	4.22%
Total Public Works	**5,488,927**	**5,697,375**	**6,056,534**	**359,159**	**6.30%**
Economic Development	382,412	410,971	437,322	26,351	6.41%
Leisure Services					
Parks & Grounds	2,582,316	2,650,336	2,706,533	56,197	2.12%
Administration	693,149	819,430	879,360	59,930	7.31%
Cultural					
Casements	341,526	389,713	389,473	(240)	-0.06%
Performing Arts Center	302,366	299,738	385,975	86,237	28.77%
Senior Center	92,025	118,154	119,839	1,685	1.43%
Community Events	215,820	246,067	287,632	41,565	16.89%
Environmental Learning Center	215,222	205,132	272,782	67,650	0.00%
Athletics					
Nova Recreation Center	395,483	376,439	442,484	66,045	17.54%
South Ormond Center	382,892	384,201	422,968	38,767	10.09%
Athletic Fields/City Sponsored Sport	1,529,492	1,657,484	1,807,636	150,152	9.06%
Total Leisure Services	**6,750,291**	**7,146,694**	**7,714,682**	**567,988**	**7.95%**
Non-Departmental					
Contributions/Contingency	90,007	277,428	603,294	325,866	117.46%
Transfers	3,217,196	1,718,073	2,079,813	361,740	21.05%
Total Expenditures	**42,331,209**	**43,461,840**	**49,185,112**	**5,723,272**	**13.17%**
Less: Fleet expenditures	**1,903,160**	**1,823,290**	**1,900,237**	**76,947**	**4.22%**
Less: Engineering	**1,129,269**	**1,251,822**	**1,329,783**	**77,961**	**6.23%**
Total Net Expenditures	**39,298,780**	**40,386,728**	**45,955,092**	**5,568,364**	**13.79%**

GENERAL FUND EXPENDITURES



CITY COMMISSION

The City Commission is comprised of five members and is the elected legislative and governing body of the City. The City Commission is responsible for:

- Establishing policies
- Managing growth and land use
- Adopting an annual budget and tax rate
- Setting water and wastewater rates and other fees and charges for City services
- Adopting local laws and ordinances
- Hiring and overseeing the City Manager and City Attorney

Four members of the City Commission are elected from geographically defined zones and must reside within the zone to be its elected representative. The Mayor is elected by voters City-wide and must reside within the City limits of Ormond Beach. All members serve two-year terms.



Pictured: From left to right; Zone 1 City Commissioner Lori Tolland, Zone 2 City Commissioner Travis Sargent, Mayor Bill Partington, Zone 3 City Commissioner Susan Persis, and Zone 4 City Commissioner and Deputy Mayor Harold Briley.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	416,459	398,297	448,925	50,628	12.71%
Total	416,459	398,297	448,925	50,628	12.71%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	153,907	161,322	165,525	4,203	2.61%
Operating	262,552	236,975	283,400	46,425	19.59%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	416,459	398,297	448,925	50,628	12.71%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Mayor	1.00	1.00	1.00	0.00	0.00%
City Commissioners	4.00	4.00	4.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

OFFICE OF CITY MANAGER

The City Manager is the chief executive officer of the City and provides executive leadership necessary to carry out the mission, goals, and policies established by the City Commission.

The City Manager's Office is responsible for administration of all City services and enforcement of all laws pursuant to the City Charter, including:

- appointment and removal of all employees (except City Attorney and the Attorney's staff)
- operational and financial management of City services
- preparation and recommendation of an annual operating budget and five (5) year capital improvements program
- keeping the City Commission informed as to the financial condition and future needs of the City
- preparation of the City Commission's meeting agendas
- implementing and administering the policy directives of the City Commission within the parameters of the City Charter

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	721,235	766,686	903,986	137,300	17.91%
Total	721,235	766,686	903,986	137,300	17.91%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	668,505	686,690	835,628	148,938	21.69%
Operating	52,730	79,996	68,358	(11,638)	-14.55%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	721,235	766,686	903,986	137,300	17.91%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
City Manager	1.00	1.00	1.00	0.00	0.00%
Assistant City Manager	1.00	1.00	1.00	0.00	0.00%
Communications Manager	1.00	1.00	1.00	0.00	0.00%
Public Information Officer	0.00	1.00	1.00	0.00	0.00%
Executive Secretary	1.00	1.00	1.00	0.00	0.00%
Total	**4.00**	**5.00**	**5.00**	**0.00**	**0.00%**

GOALS:

In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing

- transportation and livable communities
- environment and water quality
- public safety
- community development
- economic development
- leisure and culture

Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website.

This comprehensive process provided community education and gathered valuable input that guided the discussions of the Mayor and City Commissioners during the strategic planning workshop held on February 27, 2019, which was also attended by the City Manager, City Attorney and the city's senior staff.

Using the information gathered from participants in The OB Life series, the Commissioners identified strategic issues the city should address along with specific objectives for the city to accomplish in the next few years. The final activity of the workshop was for the City Commission to select and refine priority objectives for implementation in the following key areas:

- COMMUNITY DEVELOPMENT
- ECONOMIC DEVELOPMENT
- GOVERNANCE
- PUBLIC SAFETY
- QUALITY OF LIFE
- TRANSPORTATION
- WATER QUALITY & ENVIRONMENT

SUPPORT SERVICES

The Support Services Department provides a wide range of services to support the City Commission, City Departments, and the public. These responsibilities include but are not limited to:

- Administration
  - Preparing City Commission workshop and meeting agenda packets and minutes
  - Preparation of proclamations on behalf of the Mayor
  - Providing administrative services to various City departments and advisory boards
  - Coordinating the advisory board application and nomination process
  - Operation of receptionist station on the second floor of City Hall
- Election Management
  - Coordination of municipal elections
  - Monitoring of the required filing of related financial disclosures by staff, elected officials, and candidates
- Records Management
  - Accepting and processing of public records requests
  - Coordinating and managing the City's records management program
  - Archiving all City Commission legislative actions





Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	438,930	436,052	473,841	37,789	8.67%
Total	438,930	436,052	473,841	37,789	8.67%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	317,671	360,454	390,253	29,799	8.27%
Operating	121,259	75,598	83,588	7,990	10.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	438,930	436,052	473,841	37,789	8.67%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
City Clerk	1.00	1.00	1.00	0.00	0.00%
Office Assistant IV	1.00	0.00	0.00	0.00	0.00%
Assistant City Clerk	1.00	1.00	1.00	0.00	0.00%
Support Services Administrator	0.00	1.00	1.00	0.00	0.00%
Administrative Assistant	1.00	1.00	1.00	0.00	0.00%
Total	**4.00**	**4.00**	**4.00**	**0.00**	**0.00%**

GOALS:

- Provide timely preparation and publication of Commission agenda packets and minutes.
- Confirm receipt and the timely fulfillment of public records requests.
- Coordinate the November 2024 general Mayoral and City Commission Election, including necessary documents and timely submittal of candidate financial reports.
- Assist with the onboarding and delivery of new commissioner orientation.
- Coordinate the new commission's organizational meeting and advisory board appointments.
- Ensure annual Form 1/6 financial disclosure forms are completed by the Commission, Advisory Board Members, staff through the FL Commission on Ethics online process.
- Facilitate the implementation of Granicus One Meeting Agenda Management Software, including the delivery of training to City Commission and software users.
- Assist with various technology improvements including updated audio and new video streaming of regular Commission meetings, upgrades to the chamber's A/V system, new website, and new telephone communication system.
- Continue working on the City's records management program and enhancements to the long-term storage facility, official records filing system, and records disposition.
- Refresh of the Chamber's youth leadership program, City Government-Economic Development Day, hosted by the City.
- Continue training and education of department staff: City Clerk to receive FL Certified Records Manager (FCRM) and continue working towards IIMC Master Municipal Clerk (MMC) designation; Assistant City Clerk to continue working towards IIMC Certified Municipal Clerk (CMC) designation and necessary FCRM continuing education; and Support Services Administrators work towards FCRM through the FL Records Management Association.

				Change	% Change
	Actual	Estimate	Estimate	FY 2023-24	FY 2023-24
	FY 2022-23	FY 2023-24	FY 2024-25	to FY 2024-25	to FY 2024-25
City Commission Meetings:					
Number agenda items	363	331	364	33	10.00%
Number of items processed within 4 days of meetings	363	331	364	33	10.00%
% of minutes completed in 6 working days	100%	100%	100%	-	0.00%
Number of proclamations prepared	53	65	72	7	10.00%
Number of public records requests received and processed	1001	887	1020	133	15.00%

ACCOMPLISHMENTS:

- Preparations necessary for a successful 2024 municipal qualifying and primary election.
- Coordinated the creation of a Mayors' Wall of Fame in the Commission Chambers.
- Designed the framework for a new Citizens Academy and coordinated the delivery of a 6-week program to 20 Ormond Beach residents.
- Instrumental in the streamlining of communications, including weekly and monthly reports, and agenda item staff reports.
- Provided administrative support for 23 City Commission meetings and 8 City Commission workshops, with agenda packets totaling an estimated 364 agenda items.
- Coordinated and drafted an estimated 65 City proclamations on behalf of the Mayor.
- Provided support for an estimated 4 annexation(s).
- Coordinated the City Commission's appointment of various mid-term advisory board appointments.
- Processed an estimated 887 public records requests.
- Maintained efficient records management with the disposition of 135 cubic feet of records.
- Ensured the completion of Form 1/Form 6 financial disclosures for 2023 and Form 1Fs for 2024.
- City Clerk completed Certified Municipal Clerk (CMC) designation.

CITY ATTORNEY

The Office of City Attorney is responsible for:

- providing legal advice and recommendations to the City Commission, City Department Directors, Division Managers and to the various advisory and quasi-judicial boards
- litigation brought against or on behalf of the City
- handling all legal issues involving or affecting the City
- communicating the City's position on various legislative matters to State and Federal legislative bodies.

The Office of City Attorney coordinates the City's response and strategy regarding general liability insurance claims brought against the City, handles related litigation, and determines if specialized outside legal assistance is needed.





Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	943,005	897,617	1,304,609	406,992	45.34%
Total	943,005	897,617	1,304,609	406,992	45.34%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	739,806	774,058	852,251	78,193	10.10%
Operating	203,199	123,559	452,358	328,799	266.11%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	943,005	897,617	1,304,609	406,992	45.34%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
City Attorney	1.00	1.00	1.00	0.00	0.00%
Deputy City Attorney	1.00	1.00	1.00	0.00	0.00%
Assistant City Attorney	1.00	1.00	1.00	0.00	0.00%
Senior Paralegal	1.00	1.00	1.00	0.00	0.00%
Paralegal	1.00	1.00	1.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

CITY ATTORNEY

GOALS:

- Keep the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- Keep City laws and policies in compliance with current law.



ACCOMPLISHMENTS:

- Informed the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- City laws and policies are in compliance with current law.

FINANCE

The Department is responsible for maintaining the City's financial accounting system that includes processing of all City financial transactions, maintaining and disseminating financial statements and related reports to City departments, governmental agencies and insurance and bond rating companies, and preparation of the City's bi-weekly payroll.

In addition, this program produces the City's Annual Comprehensive Financial Report (ACFR), provides assistance to the City's external auditing firm, provides pension administration services for retired City employees, oversees the investment of City funds and is responsible for debt administration.

The Department provides support service of City government responsible for coordinating and directing the development of the City's Annual Operating Budget and five-year Capital Improvement Program. In addition, the Budget Office monitors revenues and expenditures, evaluates performance results of all City programs, provides technical assistance to City departments, oversees the performance outcome system, and provides information and technical assistance to the City Manager, elected officials and City staff.

The Department is responsible for overseeing a decentralized purchasing system that reviews and processes purchase orders for commodities and services that exceed $500. The Purchasing Office is also responsible for obtaining price quotes to ensure competitive bidding in accordance with City purchasing thresholds, coordinating and developing formal bids and requests for proposals and ensuring compliance with the City's Purchasing Ordinance and accepted industry standards.

The Department also is responsible for coordinating the City's Risk Management program through the efforts of a full time Risk Manager. This program conducts employee safety workshops and on-site inspections, keeps departments advised of safety issues, recommends loss control measures and conducts investigations on workers' compensation, accidents and general liability claims.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,078,544	1,126,785	1,200,017	73,232	6.50%
Total	1,078,544	1,126,785	1,200,017	73,232	6.50%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,010,421	1,065,598	1,146,091	80,493	7.55%
Operating	68,123	61,187	53,926	(7,261)	-11.87%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,078,544	1,126,785	1,200,017	73,232	6.50%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Finance Director	1.00	1.00	1.00	0.00	0.00%
Assistant Finance Director	1.00	1.00	1.00	0.00	0.00%
Staff Accountant	1.00	1.00	1.00	0.00	0.00%
Purchasing Coordinator	1.00	1.00	1.00	0.00	0.00%
Grants Coordinator	1.00	1.00	1.00	0.00	0.00%
Risk Manager	1.00	1.00	1.00	0.00	0.00%
Accounting Technician	2.00	2.00	2.00	0.00	0.00%
Payroll/Pension Specialists	2.00	2.00	2.00	0.00	0.00%
Total	**10.00**	**10.00**	**10.00**	**0.00**	**0.00%**

FINANCE

GOALS:

- Maintain the high standard and level of financial reporting in obtaining GFOA "Certificate of Achievement for Excellence in Financial Reporting".
- Complete publication of the Comprehensive Annual Financial Report (CAFR) and submit to the City Commission no later than February following the end of the prior fiscal year.
- Process 100% of invoice payments within 25 days of approval date.
- Submit the proposed Five-Year CIP and Annual Budget documents to the City Commission five days prior to the respective scheduled budget workshops.
- Complete budget document with 30 days of adoption.
- Achieve a forecast accuracy rate (estimate vs. actual) for undesignated fund balance in the General Fund that is within 5% of audited results.
- Obtain an average of three (3) responses to formal bids and RFP's.
- Reimbursement of projected expenses for hurricane Ian and Nicole.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
# of A/P checks	5,466	5,000	4,850	(150)	-3.00%
# of Accounts Payable EFT	1,865	2,600	2,800	200	7.69%
# of Purchase orders issued	648	700	750	50	7.14%
# of Payroll checks	-	-	-	-	0.00%
# of Payroll direct deposits	9,600	9,650	9,675	25	0.26%
Effectiveness:					
% participating in direct deposit	100%	100%	100%	-	0.00%
Number of days to issue ACFR	140	140	140	-	0.00%

ACCOMPLISHMENTS:

- Continued maintaining the high standard and level of financial reporting in obtaining the GFOA "Certificate of Achievement for Excellence in Financial Reporting".
- Completed publication of the Comprehensive Annual Financial Report (CAFR) and submitted to the City Commission in early February following the end of the prior fiscal year and implemented the final phase of Governmental Accounting Standards Board (GASB) Statement Number 34 for the inventory of the donated land, roads, sidewalks, and drainage infrastructure.
- Maintained participation in the payroll direct deposit program at 100%.
- Processed 100% of invoice payments within 25 days of approval date.
- Completed budget document within 30 days of budget adoptions.
- Submitted proposed Five-Year CIP and Annual Budget to City Commission at least five days before workshops.
- Maintained proper funding levels to offset hurricane Ian and Nicole expenses.

INFORMATION TECHNOLOGY

Information Technology is a support service operation of City government that provides operating system support, software support and technical assistance for the City's local and Wide Area Networks (WAN). The WAN consists of an IBM AS/400 mini-computer, servers, Local Area Networks (LAN), microcomputers and the electronics that connect them. The primary mini-computer applications supported by MIS include:

- Accounting, Miscellaneous Receivables, Purchasing, and Fixed Assets
- Utility Billing
- Site Plan Review, Building Permits, Occupational Licenses and Code Enforcement
- Computer Aided Dispatch and Records Management
- Work Order/Facility Management
- Payroll and Personnel Management
- Cash Receipts
- Land/Parcel Management

In addition, there are eight supporting modules which communicate with the primary mini-computer applications which allow both citizens and city staff to conduct business processes and inquiries over the intranet/internet. A Geographic Information System module (Looking Glass) allows the City's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer applications.

Networking and telecommunications support are provided for all City departmental systems, which include:

- Leisure Services Registration and Facility Reservation
- Support Services (City Clerk) Document Imaging System and Clerks Index
- Inventory systems for Fleet
- The Police network
- FireHouse (data management) and TeleStaff (scheduling program) for the Fire Department
- The City's internet and e-mail systems.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,265,214	1,661,794	2,364,333	702,539	42.28%
Total	1,265,214	1,661,794	2,364,333	702,539	42.28%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	596,833	747,400	876,759	129,359	17.31%
Operating	668,381	914,394	1,487,574	573,180	62.68%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,265,214	1,661,794	2,364,333	702,539	42.28%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
IT Manager	1.00	1.00	1.00	0.00	0.00%
Project Manager	1.00	1.00	1.00	0.00	0.00%
System Administrator	2.00	2.00	3.00	1.00	50.00%
Help Desk Specialist	1.00	1.00	1.00	0.00	0.00%
Senior GIS Technician	2.00	2.00	2.00	0.00	0.00%
Total	**7.00**	**7.00**	**8.00**	**1.00**	**14.29%**

INFORMATION TECHNOLOGY

GOALS:

- Phase III deployment of integrated, enterprise-wide solution.
- Upgrade City Commission Chambers technology.
- Business continuity and Disaster Recovery Plan.
- Phase II deployment of centralized Security, paging and alerting systems.
- Migration to Microsoft 365/Virtual Desktop Infrastructure.
- Telephone System and network upgrade.
- Replacement of Storage Area Network.
- Replacement of City Servers.
- Complete 97% of hardware and software "help desk" support requests within 2 working days.
- Maintain all Servers and Workstations to current vendor service pack levels within 1 month of release.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 FY 2024-25
Workload:					
# of workstations	460	490	500	10	2.04%
# of sites maintained	25	25	25	-	0.00%
# of support calls	4,650	4,800	6,000	1200.00	20.00%
Efficiency/Effectiveness:					
Windows Servers uptime	95.00%	95.00%	99.99%	4.99%	4.99%
iSeries HTE system uptime	99.99%	99.00%	0.00%	100.00%	0.00%

Sites

1. City Hall	8. FD94	15. Fleet	22. HDC
2. PD	9. PAC	16. Public Works	23. Senior Center
3. Water Plant	10. Casements	17. Legal	24. Water Tower 1
4. Wastewater	11. Discovery	18. Airport	25. Water Tower 2
5. FD91	12. Nova	19. Ball Fields	
6. FD92	13.SONC	20. Andy Romano	
7. FD93	14. PAL	21. Leeway	

ACCOMPLISHMENTS:

- Data networks overall uptime was at 99.9% or better.
- 97% of hardware and software "help desk" support requests were completed within 2 working days.
- Maintained all Servers and Workstations at current vendor service pack levels within 1 month of release.
- Upgraded email system to Exchange 2019 for security enhancements.
- Upgraded all City computers from Office 2016 to Office 2019.
- Upgraded Tyler Munis version
- New firewalls installed offering enhanced network security
- SECNAP CloudJacketx with SOC put into place to enhance network security and monitoring
- New antivirus installed across servers and workstations
- New Password management system in place for enhanced security

HUMAN RESOURCES

The Human Resources Department provides administrative and technical support services to assist in the management of the City's workforce of approximately 400 employees. The core services provided by Human Resources include:

- Recruitment, selection and processing of new employees
- Maintenance of the pay and classification system
- Maintenance of employee personnel records
- Administration of the City's employee benefits program
- Coordination of employee and supervisory training and publishing of employee and supervisory newsletters
- Serve as the liaison with the City's Human Resources Board
- Negotiation and management of collective bargaining agreements with the City's three bargaining units.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	607,920	610,162	730,163	120,001	19.67%
Total	607,920	610,162	730,163	120,001	19.67%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	320,954	348,624	468,356	119,732	34.34%
Operating	286,966	261,538	261,807	269	0.10%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	607,920	610,162	730,163	120,001	19.67%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Asst. HR Director	1.00	1.00	1.00	0.00	0.00%
HR Generalist	2.00	3.00	3.00	0.00	0.00%
Administrative Assistant	1.00	1.00	1.00	0.00	0.00%
Total	**4.00**	**5.00**	**5.00**	**0.00**	**0.00%**

HUMAN RESOURCES

GOALS:

- Continue to evaluate strategic health care plan and expand wellness program.
- Continue implementation and customization of time keeping, time cards, and HR components of Tyler/Munis software system.
- Develop an electric self-guided evaluation system through ESS and Tyler/Munis.
- Identify additional areas in which to implement paperless processes using Tyler/Munis.
- Continue to revise and develop employee and leadership training program.
- Continue to review and update Human Resources and Administrative Policies.
- Conduct and document updated succession planning for City departments.
- Transition new hire and benefit orientations to electronic self-guided format.
- Develop Recruitment videos for the City.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Total employee turnover in government/organization	36%	28%	30%	2.00%	2%
Number of individuals hired/placed for period	96	105	107	2	1.90%
Number of new employees that left prior to one full year of service	45	45	47	2	4.44%
Total number of internal HR-sourced training hours					
Number of positions filled from within ranks	43	40	42	2	5.00%
Number of positions filled from outside sources (not promotional)	70	75	77	2	2.67%
Number of requisitions (request-to-fill, job opening, job order, etc.) during period	131	110	112	2	1.82%
Number of requisitions that were filled during period	113	90	92	2	2.22%
Average number of Vacancies	44	51	53	2	3.92%
Average days to fill position	60	60	60	-	0.00%
Average Vacancy Rate	8%	8%	8%	-	0.00%

ACCOMPLISHMENTS:

- Continued implementation of Tyler/Munis time keeping, payroll, and HR module.
- Expanded strategic health care plan and employee wellness program through additional health and wellness events and HSA incentive options.
- Continued to streamline new hire paperwork and transition to paperless process for various policies, contracts, and benefit enrollments.
- Transitioned terminated employee files to electronic filing.
- Started to transition current filed into Tyler Content Manager.
- Implement the Recruitment and Onboarding portion of our Tyler/Munis Software.
- Prepare and implement pay strategy to be in compliance with Amendment 2 which will amend Florida's constitution to gradually increase to $15 an hour by 2026.

PLANNING

The Planning Department performs two distinct functions: comprehensive planning and development review.

Comprehensive planning is responsible for monitoring compliance with and administering the City's Comprehensive Plan in accordance with Chapter 163, Florida Statutes, and Chapter 9J-5, Florida Administrative Code. The primary services provided in this program include:

- review of Comprehensive Plan Amendments
- coordination with various regional and State authorities
- review for consistency with the Volusia County Growth Management Commission, City Planning Board, and the City's Official Zoning Map and Land Development Code
- review and updating of the various required elements of the Comprehensive Plan

Development Review is responsible for current planning in general and for administering the City's Land Development Code. Specific activities include:

- site plan review and permitting of proposed development applications
- inspection of all residential and commercial development projects
- staff support and liaison with the Planning Board and the Development Review Board
- interpreting and processing amendments to the Land Development Code
- coordinating the activities of the City's Site Plan Review Committee (SPRC) – this involves interdepartmental cooperation with Engineering, Building Inspection and the City Attorney
- responding to informational requests by the public regarding zoning, flood zone classification, land use information, and development regulations
- reviewing and providing comments to Volusia County for certain applications in the County but located within the Ormond Beach service area
- remaining up-to-date with Federal and State mandates and regulations that will affect development review and procedures (the Unified Mitigation Assessment Methodology, for example)

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Site Plan Review Fees	27,106	85,000	85,000	-	0.00%
Zoning Variances/Appeals	263,707	92,500	92,500	-	0.00%
General Fund	444,027	638,394	695,537	57,143	8.95%
Total	734,840	815,894	873,037	57,143	7.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	626,676	686,452	717,449	30,997	4.52%
Operating	108,164	129,442	155,588	26,146	20.20%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	734,840	815,894	873,037	57,143	7.00%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Planning Director	1.00	1.00	1.00	0.00	0.00%
Senior Planner	3.00	3.00	3.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Civil Engineer	0.00	0.00	1.00	1.00	0.00%
Part-time Positions:					
Civil Engineer	0.60	0.60	0.00	-0.60	-100.00%
Total	**5.60**	**5.60**	**6.00**	**0.40**	**7.14%**

PLANNING

GOALS:

- 100% of all professionally prepared plans shall be electronic submittal utilizing ProjectDox.
- The Site Plan Review Committee shall provide review comments or approval for site plan submittals 14 days from the date of submittal.
- Completion of the 2045 Comprehensive Plan update.
- Refinement of the Tyler permitting system to assist internal and external users.
- Completion of the Public Art Master Plan.
- Land Development Code amendments, such as landscape article updates, Live Local Act, and platting.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
# of site plans	20	50	50	-	0.00%
# of Special Exceptions	7	6	6	-	0.00%
# of LDC/City code amendments	10	10	10	-	0.00%
# of planned development amendment	6	6	6	-	0.00%
# Appeal of PD Determination	1	1	1	-	0.00%
# of annexations/annexation agreements	-	4	3	(1)	-25.00%
# of Certificate of Appropriateness	3	3	3	-	0.00%
# of Variances	12	10	10	-	0.00%
# of rezonings	5	5	5	-	0.00%
# of Property Improvement Grants	2	1	1	-	0.00%
# of Volusia/Flagler County Reviews	4	4	4	-	0.00%
# of Utility Easement/ROW Vacations	10	5	5	-	0.00%
# of lot splits	3	3	3	-	0.00%
# of Land Use Plan amendments	4	4	4	-	0.00%
# of Alcohol Zoning Approvals	6	6	6	-	0.00%
# of Zoning Verifications	5	10	10	-	0.00%
# of Preliminary or Final Plats	3	7	10	3	42.86%
# of Nonconforming Determinations	-	-	-	-	0.00%
Bike Plan	-	-	-	-	0.00%
Total:	101	104	137	33	31.73%

ACCOMPLISHMENTS:

- Successfully completed the 2024 Community Rating System audit by maintaining activities for floodplain management.
- Completion of the 2024 Vulnerability Assessment, Resilient Ormond Beach.
- Provided technical reports and presentations on planning related items to the Historic Landmark Preservation Board, Board of Adjustment and Appeals, Planning Board, and City Commission.
- Completion of multiple development projects, such as Riverbend school expansion, Revella, Valiant Diner, Ormond Grande, Cupola, Interchange Depot, and Love Whole Food Expansion.
- Processed a number of public hearing items including Tomoka Reserve, Tomoka Christian Church, Plantation Oaks plats, RidgeHaven, and Tattersall developments.
- Coordinated, provided plan reviews, and minutes for the Site Plan Review Committee.
- Plan review for residential and non-residential building permits, accessory uses and Business Tax receipts.

BUILDING MAINTENANCE

Building Maintenance is a support service function of City government that includes:

- repair and maintenance services for City buildings and structures, including routine electrical, plumbing, carpentry, air conditioning, painting and miscellaneous repairs.
- oversight and monitoring service of contracts for janitorial, electrical and air conditioning
- performance of one-time building and minor renovation projects when it is less costly than using an outside contractor.

Direct costs for materials and supplies that cannot be assigned or charged to a department operating budget are charged to the Building Maintenance budget. Otherwise, these costs and HVAC maintenance are charged directly to the department or program where the repair has occurred. All in-house labor costs are charged directly to the Building Maintenance budget regardless of where the work is performed.

In addition, building maintenance personnel are assisting with the maintenance of the Airport Tower and repair of the City's airport runway and taxiway lighting systems. This includes weekly lighting inspections and immediate repair of discrepancies found.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,009,133	937,759	1,046,146	108,387	11.56%
Total	1,009,133	937,759	1,046,146	108,387	11.56%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	577,115	543,704	620,386	76,682	14.10%
Operating	432,018	394,055	425,760	31,705	8.05%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,009,133	937,759	1,046,146	108,387	11.56%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Office Assistant II	1.00	1.00	1.00	0.00	0.00%
Contract Manager - Buildings	1.00	1.00	1.00	0.00	0.00%
Maintenance Lead	1.00	1.00	1.00	0.00	0.00%
Tradesworker	3.00	3.00	3.00	0.00	0.00%
Supervisor	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II	0.50	0.50	0.50	0.00	0.00%
Total	**7.50**	**7.50**	**7.50**	**0.00**	**0.00%**

BUILDING MAINTENANCE

GOALS:

- Immediately respond to all emergency calls for repairs
- Complete all non-emergency daily work orders within two working days of request
- Continue our maintenance plan for the City's 73 facilities
- Continue refurbishment of snowflake holiday decorations
- No work-related injuries
- Keeps all city facility gates in working order
- Replace a/c filters Quarterly
- Replace ice machines filters Quarterly
- Keep city decorative fountain's clean
- Maintain airport runway, taxi, REIL and PAPI lights
- Maintain a parts inventory for Splash Pads Emergency's.
- Maintain all City Facilities Parking Lot lights and DOT lights.
- Maintain lighting on City Buildings.
- Assist electrical contractor repairing city wide decorative street lights.
- Keep all park bathrooms in working order.

ACCOMPLISHMENTS:

- Completed all emergency calls for repairs
- Work with contractors to complete facility repairs citywide
- Completed 98% of all non-emergency work orders within two working days of request
- Continued refurbishment of snowflake Christmas decorations
- Completed numerous non-work order special request projects citywide
- No work-related injuries
- Notification in-person or email of the completion of a work request
- Daily morning meeting to review workflow and assign work for the day
- All emergency work orders were completed within 12 hours
- Maintained all city and DOT lighting citywide
- Maintained all sports lighting to keep fields open and safe for play
- Maintained airport runway lighting repairs and safety checks three times per week
- Maintained splash pads with minimal interruptions
- Keeping a clean and organized maintenance shop

GOALS (Facilities R&R Program):

- Receive a composite rating of satisfactory or better on quarterly janitorial service ratings from 90% of respondents
- Maintain the appearance of City facilities through regular preventative maintenance and repair
- Manage the successful completion of projects described in the Facilities Renewal and Replacement Fund
- Work with Facilities Maintenance staff to identify and prioritize facility R&R projects
- Work with Engineering Department to identify C.I.P. related projects
- Update the comprehensive five-year Facilities Maintenance R&R plan



ACCOMPLISHMENTS (Facilities R&R Program):

- Managed Janitorial Services Contract with American Janitorial Inc.
- Updated the quarterly janitorial review survey to be more inclusive of specific tasks.
- Managed 17 different miscellaneous crafts and trades vendors, primarily used in completing Facilities Renewal and Replacement projects.
- Successfully managed and completed 100% of the Facilities Renewal & Replacement fund projects.
- Completed office renovations in the IT Department at City Hall.
- Managed Citywide pest control services.
- Completed installation of safety/privacy glass in select City facilities.
- Completed repainting/sealing of entire Airport Tower exterior.

POLICE DEPARTMENT

The Police Department consists of the following divisions:

- Administration
- Operations
- Community Outreach
- Community Service/Animal Control
- Criminal Investigations
- Records
- Neighborhood Improvement

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Special Duty	54,715	50,000	50,000	-	0.00%
Fines/Forfeits	44,362	45,000	45,000	-	0.00%
Code Violations	26,229	28,000	28,000	-	0.00%
General Fund	10,674,350	11,865,334	13,056,000	1,190,666	10.03%
Total	10,799,656	11,988,334	13,179,000	1,190,666	9.93%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Administration	952,240	1,197,397	1,434,844	237,447	19.83%
Operations	6,940,115	7,508,510	8,313,572	805,062	10.72%
Community Outreach	560,741	620,646	666,040	45,394	7.31%
Criminal Investigations	1,327,511	1,527,310	1,571,364	44,054	2.88%
Community Services	439,560	444,250	470,374	26,124	5.88%
Records	160,439	193,324	197,910	4,586	2.37%
Neighborhood Improvements	419,050	496,897	524,896	27,999	5.63%
Total	10,799,656	11,988,334	13,179,000	1,190,666	9.93%

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	952,240	1,197,397	1,434,844	237,447	19.83%
Total	952,240	1,197,397	1,434,844	237,447	19.83%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	264,702	392,748	516,618	123,870	31.54%
Operating	687,538	804,649	918,226	113,577	14.12%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	952,240	1,197,397	1,434,844	237,447	19.83%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Police Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Accreditation Manager	1.00	1.00	1.00	0.00	0.00%
Administrative Assistant	0.00	0.00	1.00	1.00	100.00%
Total	**3.00**	**3.00**	**4.00**	**1.00**	**33.33%**

GOALS:

- Maintain the police department's staffing levels at 95% or greater.
- Provide in-service training in Active Shooter and Taser 10 weapon system.
- Implement ELVIS at Police Department.
- Continue to update Police Department's Access Control System (front doors)
- Work with County to continue the update to the CAD systems.
- Improve building by replacing worn flooring and furniture
- Convert areas of building not being used to full potential into viable work areas
- Hire a second full time Victim Advocate for the Police Department
- Hire a full time Finance employee for the Police Department
- Update the departments Tasers
- Improve the department's License Plate Reader program
- Complete 10-33 LEESO program inventory

ACCOMPLISHMENTS:

- Attended First Amendment Auditor Training
- Participated in Vehicle Operation Training
- Hired a Public Safety Public Information Officer
- Issued and trained all Police Personnel on the Axon Body 4 Body Worn Camera System.
- Improve security of the Police Department by obtaining an updated Access Control and camera system
- Successfully completed all the required annual and quarterly audits and inventories associated with the Property and Evidence Unit to ensure compliance with Accreditation Standards.
- Successfully completed all quarterly and annual examinations and inspections throughout the year.
- Completed the quarterly and annual DAVID audits.
- Hired and trained new employees.
- Hired a Part Time Evidence Custodian
- Hired two new Records Clerk
- Hired a new Community Service Officer
- Hired a new Crime Scene Investigator
- Created a Police Officer Recruit (Cadet) program.
- Instituted a vehicle replacement plan that was incorporated by the City
- Transitioning the police department's fleet from sedans to sport utility vehicles
- Successfully completed the Accreditation re-assessment process for re-accreditation

POLICE OPERATIONS

Operations is the core law enforcement and community policing arm of the Police Department that responds to approximately 60,000 to 65,000 calls for service annually and provides patrol and traditional law enforcement activities such as traffic control and initiates proactive steps to reduce crime and enhance the quality of life in Ormond Beach. Approximately 8% of all calls involve some type of serious crime, whereas all other calls are service-related.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Special Duty	54,715	50,000	50,000	-	0.00%
Fines/Forfeits	44,362	45,000	45,000	-	0.00%
General Fund	6,841,038	7,413,510	8,218,572	805,062	10.86%
Total	6,940,115	7,508,510	8,313,572	805,062	10.72%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	6,089,558	6,696,175	7,458,111	761,936	11.38%
Operating	850,557	812,335	855,461	43,126	5.31%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,940,115	7,508,510	8,313,572	805,062	10.72%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Captain	2.00	2.00	2.00	0.00	0.00%
Lieutenant	2.00	3.00	3.00	0.00	0.00%
Sergeant	6.00	6.00	6.00	0.00	0.00%
Corporal	3.00	3.00	3.00	0.00	0.00%
Police Officer	46.00	46.00	48.00	2.00	4.35%
Total	**59.00**	**60.00**	**62.00**	**2.00**	**3.33%**

GOALS:

- To enhance the quality of life for the residents and visitors in Ormond Beach through effective, efficient, courteous, and responsive police services.
- Maintain an average response time of less than 5 minutes for all priority police calls for service.
- Continue the community policing project program to assist in the deterrence of public order crimes. This program addresses incidents such as code violations, civil infractions, public nuisance crimes, and traffic issues. By continuing this program, we will reduce the number of repeat calls and improve the overall quality of life for our citizens and visitors.
- Continue implementation of a License Plate Reader program that interacts with the systems used by other agencies within the county.
- Acquire additional traffic safety equipment, namely pole-mounted radar feedback systems.
- Continue training and equipment acquisition to activate Special Response Team.
- Establish the Aerial Tech Unit (ATU); complete training of qualified personnel to operate robots, unmanned aerial systems, and the SRT MRAP for critical incidents and special operations.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Sworn law enforcement members available for CFS response	61	70	74	4	5.71%
Sworn members assigned to Traffic Enforcement	4	5	5	-	0.00%
Members assigned to Traffic Crash Investigations	4	5	5	-	0.00%
Total patrol districts	8	8	8	-	0.00%
Total mobile computers	77	77	77	-	0.00%
Total # of calls received by agency	66,304	68,000	68,000	-	0.00%
Citizen-generated workload; Calls for Service (CFS)	16,982	20,000	20,000	-	0.00%
Self-initiated workload; pro-active police actions	49,412	48,000	48,000	-	0.00%
Traffic citations issued (moving violations only)	2,505	3,000	3,000	-	0.00%
Traffic crashes	1,637	1,500	1,400	(100)	-6.67%
Pedestrian fatalities	1	4	0	(4)	-100.00%
Total Traffic fatalities	4	10	0	(10)	-100.00%
Adult arrests	739	700	675	(25)	-3.57%
Juvenile arrests	44	40	35	(5)	-12.50%
DUI arrests	38	45	55	10	22.22%
Total arrests	777	740	710	(30)	-4.05%

ACCOMPLISHMENTS:

- Handled approximately 72,228 calls for service, a 3.0% increase from FY 2021. Calls for service represent dispatched calls, self-initiated calls for service, directed patrol requests, and extra service calls.
- Maintained an average response time of 4 minutes and 10 seconds to emergency calls for service, and an average of 9 minutes and 42 seconds for other priority calls for service. Average response time for all calls (emergency and non-emergency) is 15 minutes and 34 seconds. In general. response times have increased since the FY 2021 report.
- Completed about 7,575 police/crime reports (down 2.4% from FY 2021)
- Issued about 9,045 traffic related citations/written warnings (up 35.6% from FY 2021).
- Conducted 7,378 traffic stops (up 68.3% from FY 2021).
- 862 Part I crimes were reported (down 9% from FY 2021) with a clearance rate of 31.6% (down 9.4% from 2021).
- Hired and trained eight (8) sworn police officers during FY 2021. Three (3) have since left.
- Increased amount of trained personnel with operation MRAP armored vehicle for Special Response Team.
- Continued to train twelve (12) PD members and two (2) FD members for the Special Response Team.
- Acquired Pepperball™ less-lethal munitions systems with training scheduled. Funded by OB Police Foundation.
- Established the Aerial/Tech Unit (ATU), which has solicited personnel to supplement SRT and the Police Operations Division with the deployment of tactical drones and robots to provide better safety and intelligence during critical incidents and special events in addition to the operation of the MRAP armored rescue vehicle. Currently, five (5) personnel have been trained on robot operation, and we now have three (3) FAA Part-107 certified drone pilots. About nine (9) personnel have been trained as MRAP operators.
- Continual equipment acquisition for the Special Response Team, including body armor kits, rifles, less-lethal munitions, breaching gear, Tactical Combat Casualty Care supplies, etc.
- Renewed acquisition of Narcan / Naloxone grant from Florida Department of Health; distribution to police personnel, with lives successfully saved as a result.
- Completed successful operations during numerous special events in the area to include:
    - Race Week
    - Bike Week
    - Spring Break

- Political protests (weekly, and sporadic)
- Daytona Truck Rally
- Biketoberfest
- Pop-up "Invasion"-style events
- Memorial Day Honor Ceremony
- 9/11 Honor Walk
- Several holiday toy drives
- Mutual Aid to surrounding agencies for other events, escorts, etc.

- Continued use of Social Media to enhance the Police Department's image and deploy information to the public.

POLICE COMMUNITY OUTREACH

Community Outreach provides several educational and intervention-oriented programs that are designed to enhance life skills and prevent crime including:

- Drug Abuse Resistance Education (DARE)
- Police Athletic League (PAL)
- Explorers
- volunteers and neighborhood and business watches
- DARE program for middle schools

The program is supported in part through grant funding from the National Police Athletic League Youth Enrichment Program (PALYEP) and the Youth Leadership Council (YDC). In addition to City revenues that are the primary source of program funding, a not-for-profit PAL board raises funds for Police Athletic League activities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	560,741	620,646	666,040	45,394	7.31%
Total	560,741	620,646	666,040	45,394	7.31%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	510,206	568,518	612,461	43,943	7.73%
Operating	50,535	52,128	53,579	1,451	2.78%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	560,741	620,646	666,040	45,394	7.31%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Community Program Coordinator	1.00	1.00	1.00	0.00	0.00%
After School Aide	1.00	1.00	1.00	0.00	0.00%
Recreation Leader	1.00	1.00	1.00	0.00	0.00%
Police Officer	3.00	3.00	3.00	0.00	0.00%
Seasonal:					
Tutors	0.00	0.00	0.00	0.00	0.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

POLICE-COMMUNITY OUTREACH

GOALS:

- The Crime Prevention/Outreach unit will continue to create and conduct programs and events to address the variety of needs of the community and provide information related to crime prevention. These events should also bring the community and their police department together to enhance the positive relationship already shared.
- The Crime Prevention/Outreach unit will develop and maintain positive relationships with the business owners in the city, neighborhood associations, children and citizens.
- Present Drug Abuse Resistance Education (DARE) educational programs to public and private school students and achieve a "graduation" rate of 100%.
- Provide PAL educational tutoring, science, and reading enhancement programs to 100 at risk youth in the Ormond Beach Community.
- Provide anti-bulling presentations to youth attending 5th grades at schools in the Ormond Beach community.
- Maintain the number of Police Officer hours (excluding time of assigned officers) in PAL activities at 200 annually.
- Maintain and expand community partnerships with Ormond Beach area schools through social events.
- Build a relationship with the Ormond Beach Middle School staff and students by using programs that bring officers into the school.
- Continue our annual National Night Out, and make changes to fit our community's needs.
- Train DARE Officer as a crime prevention practitioner, which is a series of (5) classes.
- Maintain and expand partnerships with clergy members in our community to help with their needs.
- Perform Crime Prevention Surveys for business' and schools, and provide a confidential in depth CPTED (Crime Prevention Through Environmental Design) and Crime Prevention report.
- Be an active part of the Police Academy to assist with recruiting new police officers and actively attend recruiting events, continue social media advertising, facilitate ride along scheduling and have an open communication with potential recruits. Use social media to reach out to our community about our events, and to have an open door for clear constant communication.
- Investigate the creation and implementation of an OBPAL Running Club for elementary and middle school age students.
- Expand the Tutors Are Us Program to include practice college entry exams for high school age students
- Explore new avenues to offer Reading with a COP Program at local elementary schools
- Continue the Do the Right Thing Program partnership with Ormond Beach Middle School
- Expand the OBPAL Running Club (The Extra Mile Club) to middle school age students.

ACCOMPLISHMENTS:

- Outreach planned our first Torch Run which benefits Special Olympics. This family fun event was a 1-mile fun run to raise money for the Special Olympics. All Law Enforcement agencies in Volusia County attended.
- Continued teaching D.A.R.E by attending 5th grade graduations, dances, skating, were appointed the Grand Marshals for the 5th grade Derby race at Pathways Elem.
- Outreach organized and participated in a dodgeball game at OBMS, where officers played with students against teachers and attended OBMS Career Day where students interviewed officers about what the career entails.
- Outreach has formed a partnership with Our Seniors Radio, and several topics on fraud were discussed on air.
- Outreach attended the annual Easter Jam at Calvary Church which had approximately 2500 attendees.
- Outreach formed a partnership with the Falls Community who organized a Hot Rod and Hot Dog event to raise money for OBPD. Over $3200 was raised for bleed kits.
- Outreach is the chair for the OBPD awards committee. There are bi-monthly scheduled meetings where award nominations are discussed. If approved, awards are given out to officers and civilians
- Organized summer camp visits with vehicle displays for local schools and facilities.
- SLAP (ladies self-defense) was presented by Outreach at 5 local ladies' groups. These were all well attended and received.
- Outreach created a recruitment flyer for social media with proven success for applicants. Outreach planned several interviews, and will continue to do so.
- Annual "Shop with a COP" program was successfully had a total of 30 participants.
- The 10th Annual "Santa on Patrol" was successful. This year yielded the most toy donations to the program. This resulted in around 2000 children were contacted at city parks, pre-schools, elementary schools, and retail stores. Performed two fill "Fill the M-Rap" events collecting toys for Santa on Patrol & PAL.
- "Coffee with a Cop" was conducted 3 times.
- "*Badges & Brunch*" *Crimes Against Seniors* program was conducted at 7 city locations.
- Presented to every student in the Ormond Beach Middle School, Pathways Elem. Parents, and St. Brendan's School with a Safety and Dangers of Social Media.
- The annual National Night Out was the largest attended event yet with 2500 attendees, with free food, bounce houses, raffles, games, and community partnership.
- The DARE Officers taught the 9- week DARE curriculum to (5) schools. There was a 100% graduation rate for all 600 students who attended.
- Outreach partnered with schools for Trunk or Treat & Fall Festivals.
- Outreach attended formal recruitments events, and stayed active with the police academy staff for a continued positive relationship.
- Outreach planned approximately 30 Community Helper Days at local public and private schools where children were presented with a vehicle static display, and educational material about safety.
- Attended several HOA meetings for safety presentations and neighborhood concerns.
- Outreach attended several Boy Scout meetings and a Flag Retirement Ceremony
- Provided an Active Killer presentation at several schools and Houses of Worship
- Outreach led the annual Home for the Holidays Christmas parade

- Outreach started the "Pub Sub with the Police" program where he Police Department partnered with Publix who provided subs to citizens to eat with officers
- Partnered with Chick-Fil-A to host a Soda Pop with a Cop event that well attended
- Outreach has partnered with the Ormond Beach Reginal Library for Frauds and Scams presentation which was well attended.
- The Outreach Crime Prevention Officer attended CPTED For Houses of Worship
- Outreach is responsible for all outside detail requests for off duty officers. We started using a new program Detail Commander, that assists in this time- consuming task. We have had positive feedback.
- Nineteen Students in grades 3, 4, and 5 from Ormond Beach Elementary School participated in the 2023 R.E.A.D. Reading Exploration Adventure and Discovery program. Based on statistics collected by the school in the majority youth attained learning gains on standardized tests as a result of participation in the program.
- Tutors Are Us provided an opportunity for 45 youth in grades k-12 to receive one-on-one and/or small group instruction designed to assist each participant's specific academic goals. Sessions are offered in the Fall and Spring.
- Approximately 300 students participated in OBPAL Summer educational program partnership during the Summer Connections program at South Ormond Neighborhood Center. Programs included science, reading, math and art.
- 338 youth ages 6 - 13 attended field trips provided by OBPAL in partnership with the South Ormond Neighborhood Center in 2023. The trips were to: Daytona Lagoon, Brevard Zoo and the Orlando Science Center.
- 9 Youth Leadership Council members qualified to attend the 2023 State of Florida Association of Police Athletic League's Annual Conference in Orlando in July 2023.
- 27 Ormond Beach Middle School Students in grades 6, 7 and 8 participated in Science on Patrol which increases math and science skills through forensic science-based labs and scenarios.
- OBPAL hosted the 7th Annual Donut Dash 5K on April 20, 2024 at the Trails Shopping Center. Runner participation increased to 284 pre-registered runners. The partnership with the Daytona Running Series continued in 2024 featuring the DD5k as the final race of the series.
- Hosted the Annual OBPAL Holiday Program. Over 100 children and their families participated in the program which included a walk though toy evening and Secret Santa deliveries of bikes and specialty toys.
- 26 youth participated in the OBPAL Travel Basketball program, in 6 tournaments, in 2023. Teams participated in both in state and out of state tournaments. The 14U team placed 2nd in their division at the Florida PAL Tournament, the Eighth-grade team place second at the May Day Hoop Fest in Tampa, FL.
- Fifteen (15) elementary ages youths joined the OBPAL Extra Mile Club offered in partnership with Ormond Beach Elementary school in the spring of 2024.
- Two 2023 Ormond Beach PAL Senior Scholarships of $1000 were awarded to seniors who actively participate in OBPAL programs.
- Three (3) Do the Right Thing Luncheons were held during the 22-23 school year. Forty-two (42) Ormond Beach Middle School Students were honored for their positive choices and model citizenship.
- Re-implement the Science of Patrol Program for elementary school students.

The Criminal Investigations program provides follow up investigations on over 1,500 UCR reported crimes annually and conducts pro-active investigations into illegal drug sales and possession.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,327,511	1,527,310	1,571,364	44,054	2.88%
Total	1,327,511	1,527,310	1,571,364	44,054	2.88%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,232,655	1,466,965	1,502,232	35,267	2.40%
Operating	94,856	60,345	69,132	8,787	14.56%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,327,511	1,527,310	1,571,364	44,054	2.88%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Police Officer	7.00	7.00	7.00	0.00	0.00%
Sergeant	1.00	1.00	1.00	0.00	0.00%
Corporal	2.00	2.00	2.00	0.00	0.00%
Victim Advocate Coordinator	1.00	1.00	1.00	0.00	0.00%
Evidence/Crime Scene Supervisor	1.00	1.00	1.00	0.00	0.00%
Evidence/Crime Scene Technician	1.00	2.00	2.00	0.00	0.00%
Office Assistant	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Evidence/Crime Scene Custodian	0.50	0.00	0.00	0.00	100.00%
Total	**14.50**	**15.00**	**15.00**	**0.00**	**0.00%**

Community Services provides operational and logistical support to other police department functions such as:

- animal control
- police forensics
- alcohol breath testing
- traffic control
- communications

The program's animal control responsibilities include the investigation, documentation and tracking of animal bite complaints and dangerous/vicious animals throughout the city.

The program also serves as a proving ground for employees seeking to become sworn law enforcement officers with the Police Department.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	439,560	444,250	470,374	26,124	5.88%
Total	439,560	444,250	470,374	26,124	5.88%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	365,580	373,735	391,049	17,314	4.63%
Operating	73,980	70,515	79,325	8,810	12.49%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	439,560	444,250	470,374	26,124	5.88%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Community Service Officer	4.00	4.00	4.00	0.00	0.00%
Lead Community Service Officer	1.00	1.00	1.00	0.00	0.00%
Total	**5.00**	**5.00**	**5.00**	**0.00**	**0.00%**

GOALS:

- Promote responsible pet ownership through public awareness speaking at H.O.A. meetings and "Career Days" at schools in the area.
- Double the amount of City Animal Licenses sold to residents through advertising, in the city water bill and social media.
- Expand public awareness and education regarding the availability of Low Cost Spay and Neuter programs.
- Increase the number of animals returned to owners from the Police Department without having to transport to the Humane Society to keep impound fees down social media has been a big help in reuniting animals with their families.
- Increase training and awareness of animal cruelty and dangerous dog issues.
- Partnering with ASPCA Low Cost Vaccination Clinic to assist residents pet vaccination needs.
- Equipping 1 trained CSO with all needed equipment for Chemical Capture
- Send CSO's to continuing education Training Classes now that the classes are becoming more available.
- Making sure the CSO's have all the protective equipment needed to conduct the job safely.

ACCOMPLISHMENTS:

- Community Service Officers continue to fit children with helmets for safe bicycle riding.
- No CSO reported Injuries.
- Continuing to assist patrol with low priority calls like Found and lost property.
- Continue to maintain the Mobile Speed Trailer Fleet.
- Hired and Trained 2 New CSO's
- Continue to participate in community helper day's and speak with children various schools about animal safety and handling.
- Maintain the RTF program for the City with great success, and monetary savings to the City.

POLICE-RECORDS MANAGEMENT

Records Management provides internal upkeep and management of all Police Department records through a computerized records management system, processing approximately 18,000 to 20,000 reports and citations annually. Records personnel also serve as the point of first contact in person representing the Ormond Beach Police Department to respond to information requests. Records personnel are also first point of contact for many incoming telephone calls.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	160,439	193,324	197,910	4,586	2.37%
Total	160,439	193,324	197,910	4,586	2.37%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	148,536	179,299	183,385	4,086	2.28%
Operating	11,903	14,025	14,525	500	3.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	160,439	193,324	197,910	4,586	2.37%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Records Clerk	3.00	3.00	3.00	0.00	0.00%
Total	**3.00**	**3.00**	**3.00**	**0.00**	**0.00%**

GOALS:

- Continually purge the old report documents that have met the retention schedule. Keeping up to date on the purging will enable the records Unit to have more usable space.
- Maintain an entry rate of 100% for reports and citations that are continually submitted to the unit on a daily basis.
- Maintain the transfer of Uniform Crime Reports entries between the two separate reporting systems with no more than 5 days of backlog.
- Work towards a completely paperless records management system.
- Streamline the report submission process.
    - Implement the use of the Trespass Form in the TRACS software for paperless submission.
    - Negate the need for an incident report where a charging affidavit is completed.
- Transition from UCR to FIBRS reporting
- Hire and train an administrative assistant position within the records unit.

ACCOMPLISHMENTS:

- Successfully uploaded the Uniform Crime Report statistics to the Florida Department of Law Enforcement on time as required.
- Continue to improve and restructured the work flow of the records department.
- Streamlined the report submission process for Baker Act Forms through paperless submission using the TRACS software.
- Streamlined the maintenance of different logs within the unit, creating paperless entry versions submitted to the "PD Records" Drive.
- Hired and trained two new Records Clerks
- Created a master calendar of repetitive tasks that must be completed by the unit.

NEIGHBORHOOD IMPROVEMENT

Neighborhood Improvement investigates approximately 5,600 cases annually to ensure compliance with City codes and ordinances through inspections, neighborhood sweeps, and citizen complaints and inquiries. More specifically, Neighborhood Improvement enforces the City's Land Development Code requirements regarding land use and development regulations, sign usage, as well as environmental code requirements. This Division also enforces the regulations contained in the Code of Ordinances with regard to water restrictions, solid waste and various other regulations. In addition, Neighborhood Improvement processes approximately 760-tree removal permits, conducts approximately 940 landscape inspections for new residential construction, and approximately 75 landscape maintenance inspections on existing commercial sites.

Neighborhood Improvement also coordinates a "partnering" effort with neighborhood associations, interested citizens and civic organizations.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Code Violations	26,229	28,000	28,000	-	0.00%
General Fund	392,821	468,897	496,896	27,999	5.97%
Total	419,050	496,897	524,896	27,999	5.63%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	350,117	447,355	479,423	32,068	7.17%
Operating	68,933	49,542	45,473	(4,069)	-8.21%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	419,050	496,897	524,896	27,999	5.63%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Neighborhood Improvement Manager	1.00	1.00	1.00	0.00	0.00%
Environmental Enforcement Officer	1.00	1.00	1.00	0.00	0.00%
Neighborhood Improvement Officer	3.00	3.00	3.00	0.00	0.00%
Office Assistant III	1.00	1.00	1.00	0.00	0.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

NEIGHBORHOOD IMPROVEMENT

GOALS:

- Hire outside vendor to perform services related to Environmental Improvement duties (ISA Certified Arborist) as we continue to search for our future Environmental Officer (full time).
- Expedite the code enforcement notification process with the use of new equipment/technology (Tyler/Munis) as provided by the Information Technology Division. The use of Tyler has begun regarding the tracking of NID citation payment(s).
- Continue proactive pursuit of outstanding balances related to fine amounts and/or services rendered prior to the lien process.
- Achieve full staffing levels and provide all code related education/training as time and resources allow.
- Successfully complete a community partnership project to assist residents that face life challenges which delay/prevent code violations from ultimate compliance.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Number of proactive cases	447	287	301	14	4.88%
Number of reactive cases/complaints	1,746	1,797	1,887	90	5.01%
Days from complaint to first inspection	Less than 48 hrs	Less than 48 hrs	Less than 48 hrs	-	-
Total cases brought into compliance **prior to citation**	2,174	2,065	2,168	103	4.99%
		ESTIMATES IMPACTED BY MANPOWER ISSUES	ESTIMATES IMPACTED BY MANPOWER ISSUES		

ACCOMPLISHMENTS:

- As a proactive approach to unsafe structures, the Unsafe Structure Abatement Team (USAT) has been formed and continues to exist. USAT is compromised of the Chief Building Official, City Engineer, Fire Chief, Neighborhood Improvement Division Manager, and a Police Officer. The purpose of USAT is to set forth standards to ensure that structures are safe, sanitary and fit for occupancy and use, the closing and vacating of buildings and structures unfit for human occupancy and use, and if necessary, the demolition of such existing structures.
- Should the Chief Building Official determine that an unsafe structure does not meet the criteria for demolition, the Neighborhood Improvement Division can present the matter before a magistrate and pursue compliance through the hearing process.
- The Neighborhood Improvement Division has significantly reduced the use of paper files except for cases going before the Special Magistrate, cases which have resulted in a City contractor abating the violation, and for new trainees.
- Waste Pro has committed to providing a commercial roll-off container for a community partnership project.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

The Fire Department is responsible for providing fire protection, technical rescue, hazardous material response/mitigation and emergency medical services within the city limits of Ormond Beach from four (4) fire station locations. The Department personnel include firefighters many of which are certified as Emergency Medical Technicians (EMT's) and certified as paramedics.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	7,252,266	7,363,742	8,202,046	838,304	11.38%
Total	7,252,266	7,363,742	8,202,046	838,304	11.38%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	6,274,239	5,945,733	6,716,055	770,322	12.96%
Operating	978,027	1,418,009	1,485,991	67,982	4.79%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	7,252,266	7,363,742	8,202,046	838,304	11.38%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Fire Battalion Commander	3.00	3.00	4.00	1.00	33.33%
Captain	12.00	12.00	12.00	0.00	0.00%
Driver Engineer	12.00	12.00	12.00	0.00	0.00%
Firefighters	18.00	18.00	19.00	1.00	5.56%
Fire Chief	1.00	1.00	1.00	0.00	0.00%
Deputy Fire Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Fire Marshal	0.00	0.00	1.00	1.00	100.00%
Total	**48.00**	**48.00**	**51.00**	**3.00**	**6.25%**

GOALS:

- Continue evaluating the fire-rescue system and procedures to improve service.
- Continue to explore cost savings opportunities without reducing services.
- Continue apparatus replacement program - Evaluate apparatus needs; type and function for current, as well as, future needs. Replacement of secondary units such as Brush Trucks, Marine Vessels, Command units.
- Improve Public Fire Safety & EMS Education –
    - Implement improved fire prevention practices, including fire inspections and life safety code enforcement
    - Creation of dedicated Fire Marshal position
    - Implementation of Fire Inspection fee schedule, integration in to BTR process
    - Continue delivering public fire safety and EMS education to our residents
- Grant Assistance - Continue to seek and apply for grant opportunities that will enhance our service delivery.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
100- Fires Total number of calls dispatched as building fires	130	143	157	14	10.00%
200- Overpressure Rutures, Explosions	1	1	1	0	10.00%
300- Emergency Medical Services	4,633	5,096	5,606	510	10.00%
400-Hazardous Condition	163	179	197	18	10.00%
500- Service Calls	1,510	1,661	1,827	166	10.00%
600- Good Intent Calls	644	708	779	71	10.00%
700- False Alarmes	457	503	553	50	10.00%
800- Severe Weather	5	6	6	1	10.00%
900- Special Incident Type	9	10	11	1	10.00%
Real Property Value	15,215,508	16,737,059	18,410,765	1,673,706	10.00%
Fire Loss	583,700	642,070	706,277	64,207	10.00%
Property Saved	14,631,808	16,094,989	17,704,488	1,609,499	10.00%
Public Education Events	30	50	60	10	20.00%
Total number of people touched by Public Education	2,500	5,000	8,000	3,000	60.00%

ACCOMPLISHMENTS:

- Fire-Rescue responded to a total of 8,168 incidents in FY 2023, with. 3,535 fire-related responses and 4,633 Emergency Medical Services-related responses. Fire Loss Analysis – estimated property loss of $583,700, with estimate of $14,631,808 of property saved.
- Creation/utilization of new Public Safety Fund, supported and approved by City Commission.
- Creation of Fire Inspector position, resumed conducting required business fire inspections and plan reviews.
- Improved response safety through equipment installed in apparatus bays, resulting in a $3,400 grant received from Risk Management provider.
- Purchased an additional extractor/washer for cleaning firefighting PPE ("bunker gear"), and were awarded a $6,000 firefighter safety grant from the Florida Division of the State Fire Marshal.
- Increased community outreach efforts, began coordinating attendance of events with OBPD Outreach Division, increasing OBFD presence and engagement within the community.

BUILDING INSPECTIONS AND SERVICES

Building Inspections provides the following services:

- review of all construction plans for residential, commercial and industrial construction
- issuance of approximately 3,000 building permits annually
- conducts approximately 13,000 building, plumbing, mechanical and electrical inspections for various types of construction within the City limits of Ormond Beach in accordance with the Florida building Code and other State and local laws.

Occupational Licensing provides the following services:

- issuance of occupational license renewals
- issuance of new occupational licenses
- completion of contractor registrations

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Permit Fees	1,173,398	1,535,000	1,535,000	-	0.00%
General Fund	(38,224)	(326,823)	32,364	359,187	-109.90%
Total	1,135,174	1,208,177	1,567,364	359,187	29.73%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	951,168	1,063,601	1,368,308	304,707	28.65%
Operating	184,006	144,576	199,056	54,480	37.68%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,135,174	1,208,177	1,567,364	359,187	29.73%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Chief Building Official	1.00	1.00	1.00	0.00	0.00%
Planning Director	0.00	0.00	0.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Permit Technician	3.00	3.00	3.00	0.00	0.00%
Plans Examiner	1.00	1.00	1.00	0.00	0.00%
Chief Building Inspector	1.00	1.00	1.00	0.00	0.00%
Building Inspector	3.00	3.00	3.00	0.00	0.00%
Engineering Inspector	2.00	2.00	2.00	0.00	0.00%
Fire Inspector	0.00	1.00	1.00	0.00	0.00%
Deputy Building Official	0.00	0.00	1.00	1.00	0.00%
Total	**12.00**	**13.00**	**14.00**	**1.00**	**7.69%**

BUILDING INSPECTIONS

GOALS:

- To provide building reviews and inspections to protect the health, safety, and general welfare of the public related to building design, construction, improvements, repair, or demolition.
- To complete permit reviews within adopted timeframes.
- Continue providing time sensitive inspection response (next business day) to contractors and homeowners.
- Continued refinement of the Tyler permitting system for the most efficient use for staff and applicants.
- To provide education and training of the use of the Tyler permitting system.
- To assist new business owners in the completion of the business tax receipt process and providing renewal notices to existing business owners.
- Provide training and professional development for building inspectors and permit technicians.
- Provide building permit review and inspections to emerging subdivisions of Fountain View, Archer's Mill, Bradford lakes, Bradford Park, and RidgeHaven.

ACCOMPLISHMENTS:

- 100% of all building plans were submitted electronically.
- Maintained 24-hour inspection turnaround for all requests.
- Conversion from the Naviline and Project Dox permitting systems to the Tyler permitting system.
- Continued to provide external user training for ProjectDox to Engineers, Architects and builders.
- Completed several complex new building construction projects including Aden at Ormond Beach, Beach House Graphics, Ocean Club and Valiant Diners.
- Permit approval of approximately 6,000 permits.
- Approximately 20,000 inspections throughout the City.

ROADSIDE AND RIGHT OF WAY MAINTENANCE

The Roadside and Right-of-Way Maintenance program is responsible for the maintenance and repair of City Parks and Properties, 150+ mile network of local roads and related public right of way, including:

- vegetation and debris maintenance of road shoulders, and sidewalks
- right-of-way mowing on a contractual basis
- maintenance and grading of 11 miles of unpaved roads and parking lots that are under the maintenance responsibility of the City
- mowing at the Business Park, Airport and the closed class III Landfill

Program costs are offset in part by the Florida Department of Transportation (FDOT) for road shoulder maintenance and mowing rights-of-way on State roads within the City limits of Ormond Beach. Approximately 98 lane miles of roads are maintained in accordance with an agreement between the City and FDOT for State Road 40, US 1, Nova Road, and A1A (10 lane miles added on Nova Rd). Approximately $99,000 of the $175,000 FDOT contract amount offsets road maintenance costs with the balance dedicated to drainage maintenance.

In-house city personnel provide the services listed above except for right-of-way mowing which is a contracted operation.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Right of Way Maintenance	127,138	127,138	127,138	-	0.00%
State Highway Lighting	139,828	135,000	135,000	-	0.00%
General Fund	2,189,532	2,360,125	2,564,376	204,251	8.65%
Total	2,456,498	2,622,263	2,826,514	204,251	7.79%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,126,559	1,435,847	1,550,334	114,487	7.97%
Operating	1,329,939	1,186,416	1,276,180	89,764	7.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,456,498	2,622,263	2,826,514	204,251	7.79%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Public Works Operations Mgr.	0.00	0.00	1.00	1.00	0.00%
Streets Supervisor	1.00	1.00	1.00	0.00	0.00%
Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	9.00	9.00	9.00	0.00	0.00%
Maintenance Worker III	4.00	4.00	4.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Office Assistant II	0.00	0.00	0.00	0.00	0.00%
Public Works Director	1.00	1.00	1.00	0.00	0.00%
Administrative Assistant	0.00	0.00	1.00	1.00	100.00%
Total	**19.00**	**19.00**	**21.00**	**2.00**	**10.53%**

ROADSIDE AND RIGHT OF WAY MAINTENANCE

GOALS:

- Respond to calls for customer service by the end of business daily and within 1 hour for after hour call-outs.
- Respond to non-Public Works related work orders by end of business for scheduling.
- Incur no more than twelve (12) reported deficiencies on FDOT inspections yearly.
- Complete FDOT deficiencies with 15 working days.
- Assist in providing traffic control for special events.
- Assist with emergency management issues as they arise.
- Work to create greater efficiency in all aspects of street maintenance and repair.
- Respond to and schedule interdepartmental work orders and utility repairs in a timely manner.

ACCOMPLISHMENTS:

Streets & Right of Way Maintenance

- 12 shell parking lots, boat ramps and driveways were graded on an average of at least twice a month.
- To date, 1420 maintenance work orders completed.
- To date: 10 maintenance work orders completed on FDOT roads. Most of the R/W maintenance was removed from the FDOT MOA.
- 1,252 man-hours were expended assisting other City departments.
- 570 man-hours working for other departments were for maintenance in City Parks (half of all interdepartmental hours).

Asphalt Maintenance

- To date: 162 asphalt work orders were completed repairing city streets, requiring 500 tons of asphalt and 82 bags cold patch (these numbers are mainly due to outside communication contractors causing major damage to City utilities and road surfaces in early FY 23/24).

Concrete Maintenance

- To date: 262 work orders were completed for repairs to City sidewalks, curbs, gutters and catch basin aprons, requiring +-180 cubic yards of concrete, 80 tons of recycled concrete, 20 tons of recycled asphalt millings and 220 tons of lime rock base material towards a grand total of 460 cubic yards of road base materials purchased. Also, 170 bags of Portland cement and 140 bags of 5000 psi concrete mix were purchased for smaller projects and utility cuts/repairs.
- To date: 7 work orders completed on FDOT walks, curbs, and gutters, requiring +- 2 cubic yards of concrete

Sign Maintenance

- To date: 469 work orders completed for Traffic Sign installation and repair.

Urban Forestry

- To date: 67 trees removed from City R/W's or properties.

ENGINEERING

The Engineering Department is responsible for the following functions:

- Liaison with consultant engineers for the design and construction management for airport, road, drainage, water and sewer, recreational facility, beautification and other capital improvement projects.
- Survey and mapping and computer aided design for in-house projects that are not contracted to a consultant engineer.
- Site plan review and permitting of proposed development applications and inspection of all residential and commercial development projects.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,129,269	1,251,822	1,329,783	77,961	6.23%
Total	1,129,269	1,251,822	1,329,783	77,961	6.23%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,080,087	1,180,070	1,253,254	73,184	6.20%
Operating	49,182	71,752	76,529	4,777	6.66%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,129,269	1,251,822	1,329,783	77,961	6.23%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
City Engineer	1.00	1.00	1.00	0.00	0.00%
Civil Engineer	1.00	1.00	1.00	0.00	0.00%
Chief Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Construction Engineer	1.00	1.00	1.00	0.00	0.00%
Engineering Inspector	3.00	3.00	3.00	0.00	0.00%
Deputy City Engineer	1.00	1.00	1.00	0.00	0.00%
Engineering Project Coordinator	1.00	1.00	1.00	0.00	0.00%
Landscape Architect	1.00	1.00	1.00	0.00	0.00%
Permit Technician	1.00	1.00	1.00	0.00	0.00%
Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Total	**12.00**	**12.00**	**12.00**	**0.00**	**0.00%**

ENGINEERING

GOALS:

- Coordinate with all departments to complete CIP projects in a timely manner.
- Assist Leisure Service in the completion of a Performing Arts Center Improvements.
- Implement the recommendations of the Downtown Master Plan with Cassen Park redevelopment construction.
- No work-related injuries
- Maintain the staffing levels at 90% or greater.
- Provide education/training toward maintain licensure as time and resources allow.
- To enhance the quality of life for the residents and visitors in Ormond Beach through effective, efficient, courteous, and responsive engineering services.
- Assist with emergency project management as projects arise.
- Complete 75% of assigned capital improvement projects within 30 days of the substantial completion date established with the Notice to Proceed.
- To receive 85% of bids below Engineer's final design cost estimate.
- Increase public involvement in City projects
- Strive to complete franchise and stormwater permit reviews within streamlined timeframes.
- Assist Utilities with Plant improvement projects and maintaining regulatory permitting compliance
- Maintain regulatory permit compliance at the Nova Landfill
- Continue success of preventive maintenance projects including the road repaving, storm water lining, and Sanitary sewer I&I.

ACCOMPLISHMENTS:

- Completed the annual road resurfacing contract with approximately 4.12 miles of City streets repaved.
- Performed restoration improvements to existing deteriorated and leaking stormdrain and sewer pipe at various locations throughout the City, using cured-in-place pipe lining.
- Performed restoration activities to asphalt parking area at the OBSC Tee-Ball fields.
- Commenced construction on a new roadway extension to provide a much needed connection from the Airport Business Park to Pineland Trail.
- In-house designed repairs to the sidewalks on South Ridgewood Ave from Granada Blvd. to Division Ave, and on Tomoka Ave from South Ridgewood to Eileen Butts St. Construction is 100% funded by a Community Development Block Grant.
- Renovation of declined plant material surrounding City Hall, which has been damaged by recent hurricanes.
- Commenced construction to extend Doug Thomas Way, which completes the loop road around the OBSC, allowing bikers, walkers and joggers to exercise within the confines of the park, and park visitors access to amenities within the park, without leaving the park.
- Commenced construction to convert overhead electric service to underground for businesses between Casements Drive and South Halifax Drive. The project will also install conduit/wiring to provide power to the east Granada medians.

- Lift Station Rehab – 11M and OBSC – Completed construction of the rehabilitation of two lift stations to update electrical service and systems, replaced controls, piping, and SCADA instrumentation.
- Completed construction and replacement of corroded and deteriorated fitness equipment at the Nova Community Park. The project includes installation of 8 pieces of equipment along the Nova Community Park trail.
- Completed construction on this project for HVAC upgrades at the police station by upgrading the air handler and replacing the variable air volume (VAV) boxes, and thermostats
- Completed renovations to the Performing Arts Center. The scope included reno of the lobby; a donor wall, improving the exterior façade; modifications to the restrooms; an art installation; upgrades of floor, window, and wall coverings; and an exterior canopy at the entrance. The project was partially funded by an ECHO grant.
- Completed construction for upgrades to the Water Reclamation Facility to include master lift station pump replacement, sludge decant building rehab, bulk polymer tank improvements, post anoxic mixer installation, and chemical feed building repair/replacement.
- Arbor Drive Drainage Improvements – Completed in-house design and constructed approximately 750 feet of reinforced concrete pipe, replaced 5 and installed 2 new stormwater inlets, and created a new headwall structure on the Halifax River.
- Amsden Road Drainage Abandonment – A stormwater pipe that was replaced and upsized in 2002 was abandoned but not removed, had begun to collapse in areas causing depressions in the roadway. Flowable fill was used to fill the pipe in-place, reducing impact on residents and minimizing restoration costs.
- Rebuilt the Hammock Lane north lake overlook built in the early 1990's and past it's useful life. The project included adding ADA handrails to the east and west ramps.
- Shade Structure & Netting Replacement – In-house designed project which replaced damaged shade structures at the Ormond Beach Sports Complex, Fire Station 91 playground, and Andy Romano Beachfront park.
- ARBP Stair Replacement – In-house designed project which replaced the beach access stairs damaged by the hurricane.
- In-house designed project replacing Ames House roof damaged by the hurricane.
- Painted traffic signals at the intersection of SR40 & US1, SR40 & Orchard Street, and SR40 & Nova Road.
- Street Light Maintenance – Continuation of an ongoing project to replace the existing HPS fixtures in street lights on Nova Road with LED fixtures which reduce energy consumption and provide improved lighting. 36 fixtures were replaced.
- OBSC Baseball Netting Replacement – Repainted the support posts and replace safety netting between the three baseball fields.
- Nova Sports Field Reconstruction – Replaced softball field 2 infield and partial outfield area to become a youth sized baseball field, and renovated fields 3-5 to include new clay, drainage improvements, Bermuda sod, irrigation, and new rubber bases. This project is partially funded by an ECHO Grant.
- OBSC Softball Quad Field Lighting – Replaced existing outdated, old technology light fixtures with LED fixtures to reduce energy consumption and provide improved lighting for the softball fields. This project is partially funded by an ECHO Grant.

- Shadow Crossings Reuse Pump Facility Upgrades – Completed upgrades to the including new pumps, control panel, electrical service, suction and discharge pipe connections, manifold headers, concrete pedestals.
- Completed design and commenced construction to replace approx. 12,000 feet of 2" galvanized steel water pipes having met/exceeded their service life on 20 streets in the North Peninsula.
- Lift Station Backup Pumps – Ordered emergency backup pumps for installation at 4 locations Walmart/Bermuda Estates, 1P/Ocean Village Villas, 2M/South Beach Street, and Saddlers Run. Manufacturing lead time is 10 months. This project is partially funded by a Florida Division of Emergency Management HMGP grant.
- Storm Water In-Line Check Valves – This in-house designed project to install check valves on 23 culverts connecting various City streets to tidally influenced waters of Thompson Creek, and the Halifax River. The project was bid and construction will commence fall 2024. The project is partially funded by a SJRWMD grant.
- WRF Ultraviolet Disinfection Conversion – This project to convert the existing chlorine disinfection process to ultraviolet was designed and bid. The project also includes major structural and electrical upgrades to facilitate the conversion. Construction will commence in early fall 2024.
- Design completed to redevelop Cassen Park. Construction will commence fall 2024.
- SR40 Water and Force Main Loop – Design was completed for this project to construct 4,316 LF of 12", and 4,681 LF of 16" water main, and 12,707 LF of 10" and 7,319 LF of 12" force main, with associated hydrants, valves, and appurtenances, to complete a loop to create additional resiliency and better water quality tin the southwest service area. Construction will commence fall 2024.
- Hudson Wellfield Expansion – Design was completed for this project to drill three new water wells adjacent to Airport Road at SR40. The project will meet rising water demands and provide redundancy in the City's raw water source. Construction will commence fall 2024.
- ARBP Repairs – Design was completed for this project to repair/replace the damaged seawall and ADA ramp at the park. Construction will commence fall 2024.

FLEET OPERATIONS

Fleet Operations is a support service function of city government provides a comprehensive array of repair and preventative maintenance services for a fleet of approximately 229 vehicles and 399 pieces of equipment and other non-rolling stock. Fleet Operations core services include:

- maintaining a parts shop and inventory
- coordination of all sublet repairs
- management of the City's vehicle replacement program
- overseeing operations of the City's central fueling facility
- maintaining management and billing information for all vehicles and equipment

As an "internal service" operation, Fleet Maintenance recovers its labor and overhead through an hourly labor rate billed to user departments and from a 25% surcharge levied on parts and sublet repairs and a 10% surcharge on fuel. The cost of all parts and sublet repairs are charged directly to the user department.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	1,903,160	1,823,290	1,900,237	76,947	4.22%
Total	1,903,160	1,823,290	1,900,237	76,947	4.22%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	442,584	418,666	468,911	50,245	12.00%
Operating	1,460,576	1,404,624	1,431,326	26,702	1.90%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,903,160	1,823,290	1,900,237	76,947	4.22%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Garage Supervisor	1.00	1.00	1.00	0.00	0.00%
Fleet System Specialist	1.00	1.00	1.00	0.00	0.00%
Mechanic II	1.00	1.00	1.00	0.00	0.00%
Mechanic III	2.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Courier (part-time)	0.50	0.50	0.50	0.00	0.00%
Total	**5.50**	**5.50**	**5.50**	**0.00**	**0.00%**

FLEET OPERATIONS

GOALS:

- Focus Fleet Operations on rolling stock by subletting of small repairs and maintenance of handheld equipment.
- Maintain vehicle downtime of no more than 9% for all Fire and Police vehicles.
- Maintain an average productivity rate for all mechanics of 88% that generates billable labor rate hours from work orders.
- Utilize sublet vendors who have technicians that can come on site for repairs to reduce vehicle downtime.
- Price shop parts vendors to achieve maximum savings.
- Continue to provide for efficient, timely and cost effective delivery of repair and maintenance service to the City.
- Pursue options for succession planning within Fleet Operations
- Continue implementation of cost savings on sublet work orders
- Communicate with outside departments to determine what their future vehicle and equipment needs are to better prepare for vehicle / equipment replacements.

ACCOMPLISHMENTS:

- Streamlined preventative maintenance scheduling with all departments.
- Achieved a downtime rate of 6.4% for all emergency vehicles.
- Continued reduction in parts inventories by Identifying obsolete parts and provide a cost-effective recovery and disposal program.
- Continue being a GM Warranty Certified repair facility.

ECONOMIC DEVELOPMENT

The City's Economic Development Department promotes development and redevelopment in Ormond Beach, including the Airport Business Park, downtown, and other areas within the community. In addition, Economic Development works closely with private property owners and City and County officials in the creation and development of a business park in the area along north US1 and Interstate 95. Economic Development also markets the City of Ormond Beach to prospective businesses and visitors.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	382,412	410,971	437,322	26,351	6.41%
Total	382,412	410,971	437,322	26,351	6.41%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	161,692	168,389	173,682	5,293	3.14%
Operating	106,577	133,582	166,640	33,058	24.75%
Capital	-	-	-	-	0.00%
Economic Incentives	114,143	109,000	97,000	(12,000)	-11.01%
Total	382,412	410,971	437,322	26,351	6.41%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Economic Development Dir.	1.00	1.00	1.00	0.00	0.00%
Total	**1.00**	**1.00**	**1.00**	**0.00**	**0.00%**

ECONOMIC DEVELOPMENT

GOALS:

- Retain industrial businesses through visitation program and assist with expansion projects.
- Conduct annual Business Retention Survey of target industry in the City to keep a pulse on business sentiment.
- Work with key target businesses in plant expansion and job creation initiatives.
- Collaborate with economic development partners to market & attract out-of-state businesses/visitors to the City.
- Develop/Implement Main Street economic development initiatives.
- Encourage ER/medical presence on the beachside.
- Repurpose Riverbend airport property.
- Manage City's Business Park including:
  - Prepare marketing material and promote development opportunities at the airport and business park for attraction and expansion of target industry.
  - Work closely with businesses on improvements to the electrical, cellular and internet infrastructure.
  - Work with Public Works to develop plans and construct the extension of Business Park Drive, a secondary access road for the Airport Business Park.
  - Complete the design, engineering, and begin construction of the 15-acre city-owned property in the airport business park.
- Work closely with the owners of Ormond Crossings as they continue the development of the Ormond Crossings Master Plan.

ACCOMPLISHMENTS:

- Worked with businesses throughout the City to retain and expand their operations and employment base. Expansions included Beach House Graphics, Valiant Modular, and Germfree.
- Conducted annual business visitation program, visiting over 50 companies in the city.
- Implemented a social media marketing campaign supporting and promoting economic development in Ormond Beach. Efforts included the publication of a dozen evergreen articles and quarterly social media posts.
- In partnership with Volusia/Flagler SCORE hosted an in-person session of the Kauffman FastTRAC Program graduating 12 entrepreneurs/small business owners. The 10-week workshop concluded with a pitch competition and graduation celebration.
- In collaboration with the Ormond Beach Chamber of Commerce, updated and published a new edition of 'Doing Business in Ormond Beach'.
- Assisted in the development and promotion of the City's legislative priorities for state appropriation funding.
- Provided leadership and consultation to the Ormond Beach Chamber of Commerce, Main Street Inc., and Team Volusia EDC organizations to improve the business climate in the City.

PARKS AND GROUNDS MAINTENANCE

Parks and grounds maintenance program is responsible for:

- routine grounds maintenance
- mowing, general beautification and upkeep of all City's parks and on-site buildings to include:
  - grass mowing
  - flower bed and shrub maintenance
- maintenance and trash collection of the medians along A1A and State Road 40

With the exception of the Memorial Art Gardens, all parks and ground maintenance is performed on a contracted basis.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	2,582,316	2,650,336	2,706,533	56,197	2.12%
Total	2,582,316	2,650,336	2,706,533	56,197	2.12%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	372,926	402,934	408,292	5,358	1.33%
Operating	2,209,390	2,247,402	2,298,241	50,839	2.26%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,582,316	2,650,336	2,706,533	56,197	2.12%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Contract Manager	1.00	1.00	1.00	0.00	0.00%
Tradesworker	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	1.00	1.00	2.00	1.00	100.00%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	1.00	-1.00	-50.00%
Total	**6.00**	**6.00**	**6.00**	**0.00**	**0.00%**

GOALS:

- Ensure all parks and grounds are inspected biweekly to ensure safety, accessibility and cleanliness
- Monthly safety meetings
- Quarterly meetings with park staff to discuss progress and course of maintenance
- Additional leaf blowing removal/pressure washing of added concrete and wood paths
- Assist building maintenance in preparation for special events
- Daily staff meetings prioritizing Parks repairs and upgrades
- Maintain the appearance of City parks and facilities through regular maintenance
- Assist Building Maintenance with large projects

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Number acres of passive park	79	79	79	-	0.00%
Number of acres of active park	528	528	528	-	0.00%
Number of park acres maintained	607	607	607	-	0.00%
Number of volunteer hours	14,510	20,000	30,000	10,000	50.00%
Number of children registered in summer programs	130	140	147	7	5.00%
Number of available spaces in summer programs (number of registered that are placed)	130	140	147	7	5.00%
Number of children in jurisdiction	7,769	7,870	7,975	105	1.33%

ACCOMPLISHMENTS:

- Responded to emergency issues (Vandalism, Fire, Etc.) throughout city Parks within 1 hour
- Maintained files for photographs and supporting documents
- Refurbished Memorial Gardens benches
- Refurbished Rockefeller Gardens picnic tables
- Followed standard work schedule for all part-time and full-time employees covering all parks for each week
- Continuation of repairs as required in the parks
- Weekly meetings with Parks staff to discuss progress and course of maintenance
- Additional leaf blowing and pressure washing of added concrete and wood paths
- Communicated with Building Maintenance the park needs to ensure buildings are clean, safe, and inviting to the public
- Worked with Building Maintenance in preparation for Independence Day Event
- Maintained a high level of appearance and safety
- Continual support of the Riverbend Bike Trail
- Number of accomplishments cross with Building Maintenance
- Consistent Magic Forest and Skate Park inspections
- Worked with the EDC for Community Gardens maintenance issues (Dirt deliveries, etc.)

LEISURE SERVICES ADMINISTRATION/REGISTRATION

Leisure Services Administration provides the executive leadership and guidance necessary to carry out the mission, goals and policies for recreational, cultural, senior center, special events, special populations, and athletic field's maintenance programs. Leisure Services Administration also processes enrollment and completes registrations for:

- Youth and adult recreation programs
- Contractual instructor classes
- Gymnastics
- Summer camp programs
- Tennis programs
- Field and park rentals

Leisure Services manages recreation center activities held at Nova Community Center, South Ormond Neighborhood Center, Ormond Beach Gymnastics Center and Performing Arts Center.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Liability Insurance	13,443	13,000	13,000	-	0.00%
ARBFP Concession Rental	5,833	10,000	10,000	-	0.00%
General Fund	673,873	796,430	856,360	59,930	7.52%
Total	693,149	819,430	879,360	59,930	7.31%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	460,944	581,507	636,289	54,782	9.42%
Operating	232,205	237,923	243,071	5,148	2.16%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	693,149	819,430	879,360	59,930	7.31%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Asst. Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Recreation Program Specialist	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Office Assistant III	2.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Office Assistant I	0.50	0.50	0.50	0.00	0.00%
Total	**6.50**	**6.50**	**6.50**	**0.00**	**0.00%**

LEISURE SERVICES ADMINISTRATION/REGISTRATION

GOALS:

- Continue to update Leisure Service website to become more user friendly and focus more on programming and activities.
- Apply for Tree City USA Growth Award through National Arbor Day Foundation in order to retain Ormond Beach's Tree City USA designation.
- Mayor's Health and Fitness Challenge.
- Expand advertising for summer camps and yearly programming.
- Partner with Engineering and Grants Coordinator to apply for ECHO grants.
- Continue to promote the existing Memorial Tree program
- Expand the continued use of volunteers
- Apply for departmental awards and accolades through agencies including FFEA.
- Continue to implement Hometown Heroes Banner Program
- Achieve all City Commission goals for Leisure Services for FY 2024-25 by the end of the fiscal year
- Continue harmonious relationship with Leisure Services Advisory Board to build a stronger community
- Continue to provide exceptional customer service to the residents of Ormond Beach
- Host Earth Day at Environmental Discovery Center to incorporate tree distribution and educational sessions
- Research new field condition reporting line for Sports Complex
- Develop new programming at SONC new gym

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
# of Field/Park/Facility Rentals	544	650	700	50	7.69%
# of Online Registrations	907	1,000	1,050	50	5.00%
Efficiency/Effectiveness:					
Achieve City Commission Goals	100%	100%	100%	-	0.00%
Customer Satisfaction %	90%	90%	90%	-	0.00%

ACCOMPLISHMENTS:

- Obtained the Tree City USA Growth Award
- City was once again designated as Tree City USA
- Employee Appreciation Day event
- Hosted successful Summer Camp Connections and Enviro Camp Programs and revamped Camp T-Rec Program
- Helped facilitate State of City
- Expanded involvement with Volusia County Recreation Directors' Association
- Three, free fishing tournaments were once again held this year.
- Continued to update and improve new registration software for Leisure Services programming
- Recreation Program Specialist increased social media presence of all Leisure Services activities.
- Continued to assist our veterans with the Hometown Heroes application process, banner delivery, and drive-through luncheon
- Assist with ECHO grant process for new applications
- South Ormond new gym addition and program implementation
- Worked in partnership with YMCA to ensure dog park facility is maintained to a high standard for our citizens
- Continued to promote the existing Memorial Tree program
- Implemented new field condition reporting software (Statusfy)
- Won three FFEA Awards for original programming

THE CASEMENTS

The Casements is the flagship community enrichment center on the peninsula serving nearly one third of the city's population. Programs that take place at The Casements, in Central Park or as outreach experiences include:

- environmental education such as urban homeowner's landscape conservation
- organic gardening
- safe boating
- manatee and wildlife protection classes and the arts
- Youth-at-Risk programs through story-telling
- computer enrichment classes
- arts and literacy education

Programs and classes offered at Osceola School and the Casements raise confidence and self-esteem to benefit youth, serve families and enhance community values.

As ***a historic facility***, the former home of John D. Rockefeller, Sr., a Great Floridian is on the National Register for Historic Places and is an echo-tourism destination for visitors in Ormond Beach. It serves as an important landmark and symbol of historic preservation for the community within an urban park setting of leisure service facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Casement Fees	79,870	75,000	75,000	-	0.00%
General Fund	261,656	314,713	314,473	(240)	-0.08%
Total	341,526	389,713	389,473	(240)	-0.06%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	197,342	225,207	224,502	(705)	-0.31%
Operating	144,184	164,506	164,971	465	0.28%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	341,526	389,713	389,473	(240)	-0.06%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Cultural Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Special Events Tech	0.00	1.00	1.00	0.00	100.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (2)	1.00	1.00	1.00	0.00	0.00%
Special Events Tech (1)	0.50	0.50	0.50	0.00	0.00%
Total	**3.50**	**4.50**	**4.50**	**0.00**	**0.00%**

GOALS:

- Expand revenue through rentals, programs and events.
- Expand Gallery exhibits to local artists and groups
- Grow sponsorships for community events.
- Continue partnerships with Ormond MainStreet, Ormond Memorial Art Museum and Gardens, The Ormond Beach Historical Trust, Ormond Beach Chamber of Commerce, National Multiple Sclerosis, Runner's High, Ormond Beach Rotary, The Antique Automobile Association, Realty Pros and The Jewish American Society as it relates to the various community events held on our property.
- Continue monthly "Movies on the Halifax".
- Plan and execute another Father-Daughter Dance for children 7-12 years old.
- Plan and execute a weekday lunchtime concert series downtown on The Casements North Lawn.
- Continue to plan and execute monthly attractions for guests during the "Art Walk" each 1st Saturday.
- Obtain recognition from FFEA for a unique and successful community event.
- Continue monthly gallery exhibit videos to promote exposure.
- Expand on children's scavenger hunts during the holiday for the upcoming year.
- Create new StoryStroll programs for the holiday season and summer.
- Partner with The Casements Guild to produce another night with "The Three Mrs. Flager's".
- Offer a Fall program for the Halloween season.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Attendance/Participants:					
Special Events	56,262	59,000	65,000	6,000	10.17%
Tours *	46,193	40,000	45,000	5,000	12.50%
Programs/Classes	320	300	325	25	8.33%
# Rentals:					
Rentals/Groups - Casements	92	100	150	50	50.00%
Rentals/Groups - Riverbridge	82	90	100	10	11.11%
Efficiency/Effectiveness:					
Overall "satisfied/very satisfied" %	95	95	95	-	0.00%

ACCOMPLISHMENTS:

- The Casements continues to be the only beachside cultural center that offers fitness, cooking, art and various educational opportunities.
- The Casements continues to partner with Ormond MainStreet for Celtic Festival, Taste of Ormond and Riverfest.
- The Casements worked with Songwriters Showcase of America to offer the annual "Ormond LIVE! event.
- Worked with the National MS Society with their annual bike race.
- Worked closely with the Seaside Herb Society to plan and execute their annual Herb Faire and Plant Sale.
- Assisted members of the Ormond Beach Garden Club to plan and execute their annual Flower Show and Tea.
- Worked with the coordinator of Sophies Circle to offer their annual bridge walk.
- Hosted the annual Memorial Day program in Rockefeller Gardens; Community Events Departments Art in the Park, organizing and installing the Girl Scouts of the Citrus Council Art Exhibit; City's Independence Day Celebration.
- Worked with members of the Antique Automobile Club to host their annual Gaslight Parade and Antique Car Show.
- Assisted members of Mainland High School's ROTC and The Casements Guild to decorate The Casements for the holiday season.
- Assisted The Casements Guild in offering a Mother's Day Tea.
- Worked with The Casements Guild to plan/ execute the 45rd annual Christmas Gala.
- Planned and executed a successful "Breakfast with Santa" with over 360 guests offering a QR code to aid in streamlining ticket sales.
- Worked with Community Events to offer "Holidays at The Casements" outdoor concert.
- Created a new Holiday Challenge, "Reindeer Roundup" for our younger guests.
- Participated in the Ormond MainStreet "Christmas in July" event with photo opportunities with Santa, as well as the Reindeer Roundup Scavenger Hunt.
- Created a monthly newsletter for The Casements for those who don't use Facebook, and have added another 483 emails to our mailing list.
- Assisted Ormond Rotary Club with the Craft Beer Festival.
- Continued the educational facts each week on Facebook under the caption of "Did You Know?" ➢ The Casements Gallery hosted monthly exhibits with local artist groups and photographers. ➢ Hosted the first annual "Young Photography" exhibit in memory of city photographer, David
- Offered eight monthly "Once Upon a Storytime" events for children ages two-four with a story, craft and special treat, sponsored by Morejon Andrews Orthodontics.
- Offered three weeks of watercolor workshops with artist, Janet Rogers.
- Planned and executed, "Swing Into Spring" with three free concerts in May on Thursday evenings. ➢ Held the 45th annual Guild Appreciation Luncheon sponsored and catered by Amber's Jewel Catering outside on the stage in Rockefeller Gardens.
- Participated in the ECHO Ranger program with two site visits, in February and September. Children toured the home and created a bookmark to take home.
- Our "Movies on the Halifax" event happened every first Friday of each month weather permitting

THE CASEMENTS

ACCOMPLISHMENTS:

- Worked with Ormond MainStreet and the Volusia County Library to offer a free "StoryStroll" in Rockefeller Gardens for the holiday season.
- Reached 6000 followers on Facebook and 2074 on Instagram.
- Replaced the Dance Room and Hallway floors with new wood floors, matching the existing Atrium floors.
- Repaired some damaged wood on the Atrium floors.
- Worked with The Casements Guild to replace the Gift Shoppe cabinets.

PERFORMING ARTS CENTER

The Ormond Beach Performing Arts Center (OBPAC) consists of an auditorium, rehearsal room, studio and music rooms for City-sponsored groups, professional theater and musical productions. The Center has a seating capacity for 627 people and is built in a fan-shaped, stadium-style configuration.

The Center is also used for many activities, to include:

- Youth dance classes
- Recitals
- Senior shows
- Music events
- Children's theater
- Workshops
- Additional dance classes
- Acting classes
- Voice and piano lessons
- Children's choir
- Cultural arts classes
- Activities seminars

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Tickets/Concessions	-	27,000	27,000	-	0.00%
General Fund	302,366	272,738	358,975	86,237	31.62%
Total	302,366	299,738	385,975	86,237	28.77%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	161,741	158,080	232,803	74,723	47.27%
Operating	140,625	141,658	153,172	11,514	8.13%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	302,366	299,738	385,975	86,237	28.77%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
P.A.C. Supervisor	1.00	1.00	1.00	0.00	0.00%
Assistant P.A.C. Supervisor	0.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (1)	0.50	0.50	0.50	0.00	0.00%
Box Office Attendant (2)	1.00	1.00	1.00	0.00	0.00%
Total	**3.50**	**4.50**	**4.50**	**0.00**	**0.00%**

PERFORMING ARTS CENTER

GOALS:

- Achieve a 90% or better satisfaction rating from show producers, classes and instructors.
- Seek business partnerships to generate grants/donations.
- Achieve 80% or better of return contracts/rentals.
- Maintain total visits at over 40,000 for shows.
- Produce a 12-day children's summer theatre/production camp through partnership with local theatre/children's arts group.
- Produce a nine-day summer dance camp through local partnerships.
- Increase rental/facility revenue by partnering with local producer to bring in national performers.
- Work with internal show groups to improve ticket sales.
- Seek alternative revenue by increasing daily event rentals for studios/dance rooms.
- Increase day-to-day volunteerism with internal show groups.
- Increase online ticket sales by two percent over last year through public awareness campaign.
- Research other area theatre rental prices and procedures.
- Update PAC building rental agreement to include new usher, parking attendant and venue rental rates.
- Establish traveling producer/production list to increase show rentals.

PERFORMANCE MEASURES:

	Actual FY 2021-22	Actual FY 2022-23	Estimate FY 2023-24	Change FY 2022-23 to FY 2023-24	% Change FY 2022-23 to FY 2023-24
Workload:					
Rentals	717	741	772	31	4.18%
Shows/Rentals Attendance	17,220	8,140	39,326	31,186	383.12%
New Contracts	4	-	6	6	600.00%
Not for Profit Shows	13	5	15	10	200.00%
For Profit Shows	20	2	22	20	1000.00%
Efficiency/Effectiveness:					
Returning Contracts	15	7	18	11	157.14%
Customer Satisfaction %	95%	95%	95%	0%	0.00%

ACCOMPLISHMENTS:

- The Performing Arts Center Supervisor conducted a survey rental rates for area venues to set new rates based on current and comparable rental pricing information.
- The Performing Arts Center implemented new rental rates and the changes to all volunteer status of ushers.
- The Performing Arts Center Supervisor researched and contacted performing arts organizations and presenters to develop new rental business.
- The Performing Arts Center hosted the Leisure Services Hometown Heroes drive-through event.
- The Performing Arts Center hosted the Friends of the PAC Black Tie VIP Reception on reopening of the Performing Arts Center building following the completion of the renovation project.
- The Performing Arts Center hosted the Children's Musical Theater Workshop Summer Camp Program, as well as their dance and musical theatre classes throughout the year and continues while the building is under construction.
- The Performing Arts Center hosted Victor Wainwright and The Train fundraiser for the Friends of the OBPAC.
- The Performing Arts Center hosted the public Open House on the reopening weekend with performances by the Seabreeze High School Music program and Children's Musical Theatre Workshop.
- The Performing Arts Center hosted the Edwards Twins concert.
- The Performing Arts Center hosted Chris Ruggiero in concert.
- The Performing Arts center hosted Ernie Haase and Signature Sound concert.
- The Performing Arts hosted Start Spreading The News With Liza and Frank concert.

SENIOR CENTER

The Senior Center program coordinates the activities of a multi-purpose center that includes programs for persons over 55 years of age in the following areas:

- Health
- Arts
- Languages
- Nutrition
- Theater
- Personal finance
- Technology
- Music

The Center also offers classes and activities for physically and mentally challenged citizens and those with other special needs.

In addition, the Center hosts the Ormond Senior Games and maintains the Mainland Council on Aging Senior Congregate Dining and Meals on Wheels programs.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Senior Center	13,164	5,000	5,000	-	0.00%
General Fund	78,861	113,154	114,839	1,685	1.49%
Total	92,025	118,154	119,839	1,685	1.43%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,990	19,382	20,486	1,104	5.70%
Operating	90,035	98,772	99,353	581	0.59%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	92,025	118,154	119,839	1,685	1.43%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Part-time Positions:					
Rec Leader (1)	0.50	0.50	0.50	0.00	0.00%
Total	**0.50**	**0.50**	**0.50**	**0.00**	**0.00%**

SENIOR CENTER

GOALS:

- Monitor the management agreement with Council on Aging to ensure terms of the contract are met.
- Expand evening and weekend rentals to increase revenue wherever possible.

ACCOMPLISHMENTS:

- Continued the Council on Aging Lease Agreement for Operation and Meals on Wheels Congregate Dining.
- The Senior Center hosted Granada Squares Dances.
- The Senior Center hosted City staff meetings and Advisory Board meetings.
- The Senior Center hosted meetings of the Police Explorers.
- The Senior Center hosted the Tomoka Oaks Home Owners Association meeting.
- The Senior Center hosted rentals for Family Reunions, Birthday and Graduation parties.

COMMUNITY EVENTS

Community Events coordinates and produces community and City-sponsored holiday and cultural events such as the Fireworks on the Halifax & Independence Day Celebration, Santa Land, Holiday Parade, Art in the Park and the Birthplace of Speed Celebration. This division also coordinates various celebrations, dedications, remembrances, groundbreakings, historical celebrations and various other official City events. Assistance is also provided to other City departments, boards and committees, outside agencies and community service clubs with the presentation of their event schedules.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	215,820	246,067	287,632	41,565	16.89%
Total	215,820	246,067	287,632	41,565	16.89%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	89,047	111,344	131,980	20,636	18.53%
Operating	126,773	134,723	155,652	20,929	15.53%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	215,820	246,067	287,632	41,565	16.89%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Community Events Coordinator	1.00	1.00	1.00	0.00	0.00%
Community Events Leader	0.00	0.00	1.00	1.00	100.00%
Part-time Positions:					
Community Events Leader (2)	1.00	1.00	0.00	-1.00	-100.00%
Total	**2.00**	**2.00**	**2.00**	**0.00**	**0.00%**

COMMUNITY EVENTS

GOALS:

- Continue to increase sponsorships for all annual community events.
- Continue to add new elements of health, wellness and education to the annual Mayor's Health & Fitness Challenge. Secure businesses that will provide sponsorship or be a Perks & Wellness partner during the challenge and offer additional health, wellness and educational opportunities to the challengers, to enable them to achieve their goals.
- Host three Reel in the Fun free, annual kid's fishing tournaments.
- Continue the development of the popular Art in the Park event to encompass additional components for children and event amenities.
- Assist with Memorial Day Remembrance Service event with the cooperation and support of the Memorial Committee.
- Assist with Senior Games events with the cooperation and support of the Senior Games Board.
- Develop new partnerships for the major annual events: July 4th Independence Day Celebration, Summer Sounds Free Concert Series, Veteran's Day Celebration, Home for the Holidays Parade, Art in the Park, Memorial Day Remembrance Service and three Reel in the Fun kid's fishing tournaments.
- Assist with the organization and programming for the annual Hometown Heroes Ceremony with sponsor Halifax Health.
- Increase volunteer participation for event support.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Community Events					
Workload:					
Events Total	5	26	40	14	53.85%
Non-annual events	6	14	30	16	114.29%
Efficiency/Effectiveness:					
Customer Satisfaction % - Events	94%	94%	94%	-	0.00%

ACCOMPLISHMENTS:

- Continued with community partnerships with many non-profits and civic groups including: Kiwanis Club, Lions Club, Boy & Girl Scouts, Ormond Beach Historical Society, The Casements Guild, Ormond Main Street, Ormond Beach Chamber of Commerce, American Legion Post 267, Civil Air Patrol, Disabled American Veterans, PACE, and Seabreeze High School.
- Hosted the Arbor Day Tree Planting and partnered with EDC Coordinator to include an arts and crafts project.
- Three successful kid's fishing tournaments were planned and presented. New and return sponsors contributed prizes, fishing poles, tackle and refreshments for the participants.
- Applied for and received grant from Florida Fish and Wildlife for free fishing poles to distribute during Reel in the Fun fishing tournaments.
- City and Memorial Day Committee hosted the Memorial Day Remembrance Service.
- Produced and organized a successful Veteran's Day Celebration for local veterans and guests.
- Produced and organized a successful Hometown Heroes Celebration for 100 local banner recipients and guests.
- Staff programmed and facilitated several successful holiday events including:
- Decorating City Hall tree with students from PACE Center
- Holidays at The Casements Concert
- Breakfast with Santa
- Letters to Santa
- Home for the Holidays Parade
- Successfully hosted the Independence Day Celebration on July 4th.
- Hosted three Summer Sounds Free Concerts.
- Assisted with many cross-departmental events: Employee Appreciation Day Luncheon, PAC Ribbon Cutting & Grand Reopening, Citizens Academy, Seabreeze Booster Club Ribbon Cutting, Earth Day, Proclamation presentation to FDOT's Secretary Jared Perdue
- Assisted with City Commission workshops, shade meetings and strategic planning sessions.
- Assisted with State of the City luncheon and presentation.
- Assisted with Senior Games events.
- Planned, coordinated and presented the Mayor's Health & Fitness Challenge.
- Attended Easter Jam at Calvary Christian Church
    - Breakfast with Santa
    - Letters to Santa
- Successfully hosted the Independence Day Celebration on July 4th.
- Hosted three Summer Sounds Free Concerts.
- Assisted with many cross-departmental events: National Night Out, and Employee Appreciation Day Luncheon.
- Assisted with the monthly "Walk with the Manager" program.
- Assisted with City Commission workshops and shade meetings and strategic planning session.

COMMUNITY EVENTS

- Assisted with State of the City luncheon and presentation.
- Assisted with Senior Games events.
- Planned, coordinated and presented the Mayor's Health & Fitness Challenge.
- Coordinated and assisted with the South Ormond Neighborhood Gymnasium renaming.
- Coordinated and assisted with the Joe and Elwilllie Daniels Neighborhood Gymnasium outdoor basketball court ribbon cutting.

ENVIRONMENTAL DISCOVERY CENTER

The Environmental Discovery Center's mission is to foster an awareness and appreciation of the natural environment by providing stimulating environmental education programs that inspire participants to be active stewards of their surrounding natural resources.

The City of Ormond Beach's Environmental Discovery Center (EDC) provides visitors with a glimpse into the diverse ecosystems of Ormond Beach, specifically Central Park. This 2,000 square foot facility is designed to be self-guided. The building serves as a hub for the programming and special events that will immerse visitors in these ecosystems and provide hands-on education.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	215,222	205,132	272,782	67,650	32.98%
Total	215,222	205,132	272,782	67,650	32.98%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	128,561	121,774	177,274	55,500	45.58%
Operating	86,661	83,358	95,508	12,150	14.58%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	215,222	205,132	272,782	67,650	32.98%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Rec Leader	0.00	0.00	1.00	1.00	0.00%
Part-time Positions:					
Rec Leader (2)	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total	**2.00**	**2.00**	**3.00**	**1.00**	**50.00%**

GOALS:

- Increase attendance numbers by 5% each quarter via social media engagement
- Recruit additional volunteer docents
- Host Arbor Day event in Jan, Earth Day event in Apr, and Enviro Camp open house, ECHO Ranger Program in Feb and Sept with new scavenger hunt program
- Partner with Halifax river Audubon to host Great Backyard Bird Count and weekly bird walk in spring and fall
- Germinate starter plants in time for Wildlife Fest at Lyonia & attend in March
- Develop and host new sessions of Enviro Camp, for 7-9 years, and for 10-12 years
- Partner with FYCCN to host 'Try Archery Day' at EDC
- Promote/ increase partnerships between EDC and other agencies via outreach
- Commission outdoor cut-outs of butterfly and bat wings as photo opportunities on the EDC grounds and Central Park
- Continue to partner with Florida Native Plant Society and other native plant volunteers to maintain wildflower and butterfly gardens at EDC
- Continue partnering with UF IFAS Master Gardeners & Beekeepers to host monthly classes, clinics, and education programs
- Continue partnership with Volusia County's Mosquito Control & Regrow the Loop, host bi-monthly classes, popup visits, and meetings
- Host weekly outdoor yoga classes and meditative walks, as well as yogalates
- Increase operating hours to 10:00am-5:00pm, Tuesday to Saturday
- Partner with City Arborist and Yellowstone Landscaping to identify new offerings of tree varieties for the Earth Day Tree Giveaway, including fruit trees
- Partner with City Arborist to develop and host educational programming at EDC
- Commission Beach House Graphics to develop new matching game exhibit
- Commission a Sandhill art piece into mural wrap for mammal corner and make prints and post cards of Sandhill art piece to sell, proceeds benefitting EDC
- Work with wildlife photographers to install prints of plants and wildlife
- Hire team to install sound dampening panels in EDC classroom
- Work with Engineering Dept to install new sidewalk addition at EDC
- Update Eagle Cam area—hang small TV on wall; remove kiosk from wall
- Work with The Fish Tank to create new Fiddler Crab tank, increase biodiversity of native fish tanks and add revamp larger deck to turtle tank.
- Create harvesting regimen for hydroponics to offer fresh herbs on a regular basis
- Partner with All Aboard Storage to obtain off-site storage for EDC as donation
- Update website & Field Trip page on website to better reflect offerings to teachers, scout leaders, homeschool parents, etc.
- Update EDC entry way area—replace printed materials and field guides with something new and relevant. Also update plant exhibits—bog aquarium and large plant stand

Community Gardens Goals:

- Work with Master gardeners to assign available plots to new gardeners from wait list
- Continue partnering with local Eagle Scouts to rebuild raised plots at Hammock Gardens

- Work with volunteer committee and Master Gardeners to host workshops for gardeners
- Work with City Arborist to develop aggressive tree trimming schedule at Hammock gardens
- Hold quarterly garden committee meetings
- Identify new leaders for Fleming Garden
- Provide garden soil, tools and materials for gardeners before Term 1 begins in Sept
- Provide materials to solarize plots during summer

ACCOMPLISHMENTS:

- Hosted monthly kids' programs, ECHO Rangers Program, school group field trips
- Presented adult/family nature programs regarding plants and wildlife
- Increased volunteer force and trained new docents
- Partnered with Halifax Audubon to provide multiple fall and spring guided bird walks in Central Park and host annual Great Backyard Bird Count event in February
- Decorated an EDC holiday tree for The Casements holiday tree gallery
- Decorated EDC for Halloween and Christmas
- Hosted Arbor Day and Earth Day event with City Commission at the EDC
- Newly commissioned artwork featuring Sandhill ecosystem installed May 2024
- Expanded native plants in the EDC Wildflower & Butterfly gardens, attracted Hummingbirds and reared Monarchs for release in butterfly garden summer 2024
- Partnered with Volusia County Mosquito Control to develop classes and outreach
- Collected used monofilament for recycling program with Volusia County
- Worked with Zev Cohen & Associates and Daytona state volunteers to remove Brazilian Pepper trees and invasive plants from parks and facility grounds
- Germinated seeds for plants to giveaway at Lyonia Wildlife Fest, attended in March
- Hosted Enviro Camp Open House in March and camp in June 3 – August 2, 2024
- Increased attendance to EDC, classes, programs and events
- Hosted monthly gardening classes and plant clinics with UF IFAS Master Gardeners
- Created free seed bank & propagation stations at EDC to provide vegetable, herb and flowers to visitors
- Created new hydroponics area and successfully growing vegetables and herbs
- Created new Gopher tortoise burrow exhibit for reptile area
- Created Enviro Camp webpage with photos and up to date registration information
- Hosted ReGrow the Loop partner meetings with 2 plant sales and tree giveaways

Community Gardens Accomplishments:

- Worked with Master gardeners to assign plots to new gardeners from wait list
- Partnered with local Eagle Scouts to rebuild 2 raised plots at Hammock Gardens
- Fully updated Community Gardens website with photos and up to date information
- Developed survey to double as pre-screening tool and gather contact info for wait list
- Worked with volunteer committee and Master Gardeners to host workshops for gardeners regarding irrigation and solarizing plots for summer
- Increased price of plots to $20/term for residents, $30 for non-residents
- Provided garden soil for gardeners during spring term
- Provided materials for gardeners to solarize plots during summer
    - Provided tools and materials needed for repairs and ADA plot rebuilds at Hammock garden

NOVA COMMUNITY CENTER

The Nova Community Center is a totally air-conditioned facility, which includes:

- Gymnasium
- family game room
- fitness room
- restrooms
- classroom
- multi-purpose activity room

There are ongoing classes and activities for both children and adults throughout the year.

Outdoor facilities located at the Nova Community Park include:

- Basketball court
- Tennis & racquetball courts
- Jogging trail
- Skateboard court
- Playground
- Baseball fields
- Wide sidewalks

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Fees	33,973	13,500	13,500	-	0.00%
General Fund	361,510	362,939	428,984	66,045	18.20%
Total	395,483	376,439	442,484	66,045	17.54%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	221,956	208,320	250,628	42,308	20.31%
Operating	173,527	168,119	191,856	23,737	14.12%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	395,483	376,439	442,484	66,045	17.54%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Therapeutic Aide	0.00	0.00	1.00	1.00	100.00%
Part-time Positions:					
Recreation Leaders (4)	2.00	2.00	2.00	0.00	0.00%
Therapeutic Aide (1)	0.50	0.50	0.00	-0.50	-100.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total	**3.50**	**3.50**	**4.00**	**0.50**	**14.29%**

GOALS:

Nova Community Center:

- Increase social media presence to promote the Nova Community Center and activities
- Continue to rent the Tennis Shack
- Continue to manage Skate Park contractor to ensure safe operation of Nova Community Skate Park
- Increase usage of the workout room.
- Continue partnership with Volusia County Human Services Summer Food Program
- Continue pickleball lessons to teach the game to new players
- Expand revenue through rentals, programs and events.

Special Populations:

- Maintain existing programs and events for special populations while increasing participant numbers by using improved flyers, gaining community contacts through health fairs and community days and increased social media presence.
- Increasing participant numbers by using improved flyers, gaining community contacts through health fairs and community days and increased social media presence.
- Continue Social Squad for those special needs participants who need more individualized care
- Create a work-related program for young adults to gain skills needed for employment
- Create a theatre program and perform the production on stage
- Continue to offer programs including the Challenger sports program, Pickle Squad, and Camp T-Rec

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Total Visits (inside only) Attendance	29,343	30,223	33,000	2,777	9.19%
	,				
Special Populations					
Workload:					
Special Needs Division Programs/Events	39	44	46	2	4.55%
Special Needs Division Community Partners	2	3	4	1	100.00%
Efficiency/Effectiveness:					
Customer Satisfaction %	95%	96%	97%	0	1.04%

ACCOMPLISHMENTS:

Nova Community Center:

- Continued pickleball lessons to teach the game to new players
- Continued to offer Open Play pickleball
- Continued to offer Open Play basketball/weight room during time available
- Continued rental programming with Jazzercise being offered six days a week and Dance and Acting classes three days a week
- Hosted a successful youth basketball league
- Hosted a successful youth coed volleyball league
- Increased open play basketball participant numbers
- Coordinator received her Certified Park and Recreation Professional Certificate

Special Populations:

- Offered a safe and rewarding Camp-T-Rec experience
- Attended FRPA Annual Conference and Therapeutic Recreation Institute
- Increased participants in Challenger Sports, Social Squad, and Explorers Club for individuals with special needs that were offered throughout the year. Each session offered a different focus.
- Continued the award-winning Pickle Squad for young adults with special needs
- Partnered with SPARC to host holiday parties
- Pickle Squad: Intervention Protocol for Adolescents and Young Adults with IDD was published in the Therapeutic Recreation Journal

SOUTH ORMOND NEIGHBORHOOD CENTER

The South Ormond Neighborhood Center is an air-conditioned facility with an indoor gymnasium, weight and game room, full service kitchen, concession stand, small theatrical stage for special events, multipurpose room, and computer and learning center.
Recreational programs include:

- Arts and crafts
- Ceramics
- Dances
- Tutoring classes
- Teen programs
- Progressive young men's club
- Boys & Girls club
- Young ladies club
- Chess club
- Sports
- Occasional field trips

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Fees	23,986	12,500	26,000	13,500	108.00%
General Fund	358,906	371,701	396,968	25,267	6.80%
Total	382,892	384,201	422,968	38,767	10.09%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	231,877	239,280	260,417	21,137	8.83%
Operating	151,015	144,921	162,551	17,630	12.17%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	382,892	384,201	422,968	38,767	10.09%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Recreation Leader	0.00	1.00	1.00	0.00	100.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Recreation Leaders (3)	1.50	1.50	1.50	0.00	0.00%
Total	**2.50**	**3.50**	**3.50**	**0.00**	**0.00%**

SOUTH ORMOND NEIGHBORHOOD CENTER

GOALS:

- Continue to keep the South Ormond Neighborhood Center a safe and healthy environment for all users
- Continue to further expand the South Ormond Sports Club programs to include elementary school children (3rd thru 5th graders)
- Continue to offer mentoring/life skills teaching programming with the desired outcome of having at least 100 children involved in "education through recreation" and positive behavior type activities
- Continue to promote lifetime health activities as well as prevention and/or elimination of obesity
- Continue to promote diversity and fellowship through varied youth programming
- Hold at least six neighborhood festivals and intergenerational events
- Continue to offer more events involving nutritional education to promote the healthy lifestyle movement (similar to our "lunch and learn" programs)
- Continue to develop a summer youth basketball programs/league as part of a new crime prevention movement (Halifax Youth Basketball Association)
- Continue to offer a safe, fun and memorable summer camp
- Continue NYSCA educational opportunities
- Continue partnership with Volusia County Human Services Summer Food Program

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Total Visits/Attendance	66,500	90,000	115,000	25,000	27.78%
Efficiency/Effectiveness:					
Customer Satisfaction %	85%	85%	85%	-	-

ACCOMPLISHMENTS:

- Revision of programming and tutoring in SONC Computer & Learning Center through partnership with Ormond Beach PAL
- Continued the partnership with the Ormond Beach PAL in providing Arts & Crafts Programs and additional funding to promote health and positive lifestyle programs
- Continued to partner with the Ormond Beach YMCA to provide opportunities for underprivileged children at the YMCA and to aid in cross utilization of facilities
- Continued to connect with NYSCA to provide educational opportunities to staff and coaches
- Continue provided support to local families in need during the holidays
- Strengthened community relations by getting out in the neighborhood visiting with families and seniors
- Continue to revise and run safe and successful summer camp program
- Continued to provide meals to kids during summer months through Volusia County Human Services (Summer Food Program)
- Continue to promote the new gym to the community
- Working with the senior community to help create a positive pickleball experience for the community and center
- Promoting the City of Ormond Beach and our Leisure Services department to our community

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

Athletic Fields Maintenance is responsible for turf maintenance and related athletic field repairs at the Nova Community Park, Ormond Beach Sports Complex and the South Ormond Neighborhood Center. Additional responsibilities include general maintenance and clean-up of various hard courts and playgrounds. Current maintenance responsibilities include the following:

- 9 playgrounds
- 4 major league baseball fields
- 9 softball fields
- 11 youth baseball fields
- 8 soccer fields
- 8 handball/racquetball courts
- 10 tennis courts
- 3-1/2 basketball courts
- 4 football fields
- Skateboard park
- Shuffleboard courts

City-Sponsored Sports coordinates and schedules an array of activities for City sponsored sports, parent run sports, local high schools, colleges, and outside rentals. Games and practices take place at Ormond Beach Sports Complex, Nova Community Park, Nova Community Center and South Ormond Neighborhood Center Gymnasiums.

Youth sports programs include flag football, cheerleading, volleyball, a basketball training league, girls' basketball leagues, softball sports camps, and golf clinics.

Adult sports consist of men and women's softball, coed softball, church leagues, senior softball, coed volleyball, men's basketball and various softball tournaments.

Parent Run Sports-The City acts as the facilitator by providing topnotch athletic facilities for children to play baseball, softball, basketball, and soccer. In addition to providing facilities, the Athletic Supervisor schedules all games, practices, and offers NYSCA Coaching clinics for all sports.
Outside user groups also use City facilities such as Seabreeze High School, Father Lopez High School, ERAU, BCC, and local churches. The Athletic Supervisor assists groups renting fields for tournaments.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Fees	60,189	81,000	81,000	-	0.00%
General Fund	1,469,303	1,576,484	1,726,636	150,152	9.52%
Total	1,529,492	1,657,484	1,807,636	150,152	9.06%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	444,852	466,323	567,686	101,363	21.74%
Operating	1,084,640	1,191,161	1,239,950	48,789	4.10%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,529,492	1,657,484	1,807,636	150,152	9.06%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Athletic Field Maint Supervisor	1.00	1.00	1.00	0.00	0.00%
Contract Manager - Grounds	0.00	0.00	0.00	0.00	0.00%
Maintenance Leader	0.00	0.00	1.00	1.00	0.00%
Maintenance Worker	3.00	3.00	4.00	1.00	33.33%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	2.00	0.00	0.00%
Athletic Coordinator (3)	1.50	1.50	1.50	0.00	0.00%
Total	**7.50**	**7.50**	**9.50**	**2.00**	**26.67%**

ATHLETIC FIELD MAINTENANCE:

GOALS:

- Achieve a customer satisfaction rating of "satisfactory or better" from 90% of surveyed participants regarding facility maintenance
- With new laser grader, laser grade all fields on a monthly basis at Nova Community Park Fields, South Ormond Field, Osceola Field and Ormond Beach Sports Complex
- Work with Public Works on mutual projects
- Track true costs to City for tournaments
- Increase use of volunteers
- Work with the sports associations in an effort to better manage practices and games to reduce wear on athletics fields
- Continue to develop preventive maintenance program by partnering with Fleet to train ballfield maintenance employees to perform a daily maintenance program with each machine
- Improve playing surfaces and pitching mounds at all baseball fields
- Continue a successful partnership with Yellowstone
- Add crimson stone to fence lines, warning tracks, front of dugouts, behind backstops and at Shuffleboard to assist with appearance, drainage and weed control
- Add clay and field conditioner to all baseball and softball fields
- Improve fencing and barrier structures at the Sports Complex and Nova Fields

ACCOMPLISHMENTS:

- Increased the number of hours dedicated to the maintenance of South Ormond Neighborhood Center and Osceola Elementary.
- Hosted the Harry Wendelstedt Umpire School for 5 weeks
- Hosted more than (35) tournament days on the weekends
- Maintain shuffleboard courts at Sports Complex
- Added clay and Turface to infields at Nova Community Park
- Leveled Nova Fields and Quads by cutting out "lips" to insure safe play
- Added clay and Turface to baselines at Wendelstedt Fields
- Cut out all baselines to six feet
- Replaced carpet and hitting mats in Nova cages 1 and 4
- Edging of all infields at Nova, Sports Complex, SONC and Osceola
- Set up soccer fields at SONC for YMCA Leagues
- Replaced numerous batting cage and soccer goals/nets

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

CITY SPONSORED SPORTS:

GOALS:

- Revamp participant and coaches' surveys
- Increase player participation
- Achieve a customer service rating of higher than 90%
- Hold summer youth sports camps for children
- Hold yearly officiating clinics to focus on handling of coaches/parents, as well as on-field play
- Promote lifetime healthy activities as well as prevention and/or elimination of obesity
- Schedule Athletic Field Maintenance Department to ensure seamless preparation for daily activities
- Work hand-in-hand with the Associations (baseball/softball, soccer, basketball and football) for better utilization of fields/gyms through scheduling
- Strive to decrease light costs at the Sports and Nova complexes.
- Use volunteers for varied tasks and responsibilities.
- Serve as City liaison to the Convention and Visitors Bureau Sports Committee
- Increase rentals through partnership with Convention and Visitors Bureau Sports Committee and Central Florida Sports Commission.
- Laser Grade Fields in off-season to improve play & less rainouts

ACCOMPLISHMENTS:

- Continued the reduction of electricity for utilizing overhead field lights at the Ormond Beach Sports Complex and the Nova Community Complex
- Increased outside rentals with additional adult and youth sports tournaments
- Increased high school athletic rentals
- Hosted successful youth flag football fall season
- Scheduled all flag football, OBYBSA softball and baseball games
- Re-elected as member of Convention and Visitors Bureau Sports Community
- Successfully managed the Athletic Field Maintenance division and City Sponsored Sports division
- Increased rentals by bringing in Additional Youth Baseball tournaments and Calvary Christian & Warner Christian to Sports Complexes
- Hosted Adult Coed Softball in fall and spring
- Hosted High School Districts for baseball, softball, and flag football
- Hosted successful City Volleyball Program

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	90,007	277,428	603,294	325,866	117.46%
Total	90,007	277,428	603,294	325,866	117.46%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	90,007	91,528	91,528	-	0.00%
Contingency	-	185,900	511,766	325,866	0.00%
Total	90,007	277,428	603,294	325,866	117.46%

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
General Fund	3,217,196	1,718,073	2,441,579	723,506	42.11%
Total	3,217,196	1,718,073	2,441,579	723,506	42.11%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Contingency	-	-	361,766	361,766	0.00%
Transfers	3,217,196	1,718,073	2,079,813	361,740	21.05%
Total	3,217,196	1,718,073	2,441,579	723,506	42.11%

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DOWNTOWN REDEVELOPMENT TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	951,005	956,586	1,121,241	164,655	17.21%
Miscellaneous	97,557	500	500	-	0.00%
Transfers	562,045	652,739	700,397	47,658	7.30%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,610,607	1,609,825	1,822,138	212,313	13.19%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	291,102	282,526	289,106	6,580	2.33%
Capital	109,015	200,000	220,000	20,000	10.00%
Contributions and Transfers	-	200,000	200,000	-	0.00%
Contingency	-	927,299	1,113,032	185,733	0.00%
Total	400,117	1,609,825	1,822,138	212,313	13.19%

ORMOND CROSSINGS TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	182,242	180,503	190,378	9,875	5.47%
Miscellaneous	23,865	1,704	1,704	-	0.00%
Transfers	129,919	147,789	154,716	6,927	4.69%
Use of Fund Balance	-			-	0.00%
Total	336,026	329,996	346,798	16,802	5.09%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	329,996	346,798	16,802	5.09%
Total	-	329,996	346,798	16,802	5.09%

STORMWATER DRAINAGE UTILITY FUND

Stormwater Maintenance is responsible for maintaining the drainage systems along City-maintained roads in an effort to reduce flooding and impacts to water quality of receiving streams associated with stormwater runoff. The program responds to public concerns and needs by investigating and resolving complaints of localized flooding. Routine inspections of facilities are scheduled to ensure that all swales, ditches, drains, creeks, rivers, water retention areas and drainage structures are functioning as intended.

In accordance with a formal agreement with FDOT, the City also maintains drainage ways along US 1, SR 40, A1A and Nova Road.

Maintenance operations are supported through a monthly stormwater utility fee of $8.00 per "equivalent residential unit" which is charged to all residential and commercial units within the City limits of Ormond Beach. The balance of all revenue generated by the fee that is not applied to maintenance operations is dedicated to the ten-year stormwater improvements program approved in FY 96-97.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Charges for Service	2,582,569	2,575,000	2,575,000	-	0.00%
Miscellaneous	167,629	50,000	100,000	50,000	100.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	1,853,430	759,247	(1,094,183)	0.00%
Total	2,750,198	4,478,430	3,434,247	(1,044,183)	-23.32%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	677,969	765,499	762,641	(2,858)	-0.37%
Operating	601,075	808,988	886,141	77,153	9.54%
Capital	745,900	2,649,950	1,505,000	(1,144,950)	-43.21%
Contributions and Transfers	221,640	253,993	280,465	26,472	10.42%
Contingency	-	-		-	0.00%
Total	2,246,584	4,478,430	3,434,247	(1,044,183)	-23.32%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Office Manager	1.00	1.00	1.00	0.00	0.00%
System Mnt. Supervisor	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	1.00	1.00	2.00	1.00	100.00%
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Total	**10.00**	**10.00**	**11.00**	**1.00**	**10.00%**

GOALS:

- Receive less than twelve (12) maintenance-related complaints annually.
- Perform 35,000 catch basin inspections annually.
- Perform 225 outfall inspections annually.
- Maintain 4 million square feet (sf.) of ditches within the City and 1.5 million sf. in the FDOT contract area.
- Clean a minimum of 55,000 linear feet of storm sewer annually.
- Sweep 5,029 curb miles
- Divert 2,125+ cubic yards of debris from the storm drain line system.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Actual FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Linear Ft. of lines cleaned **(City)**	32,643	18,750	20,000	1,250	6.67%
Sq footage of ditch maintenance **(City)**	4,150,984	2,931,852	3,000,000	68,148	2.32%
Sq footage of ditch maintenance (FDOT)	2,907,223	1,813,908	2,900,000	1,086,092	59.88%
Pump station inspections	207	149	210	61	40.94%
Outfall inspections	138	98	110	12	12.24%
Catch basin inspections	34,579	26,562	28,000	1,438	5.41%
Miles of street sweeping	5,029	7,492	7,800	308	4.11%
Efficiency/Effectiveness:					
Diverted Debris Cubic Yards	2,115	1,358	2,250	892	65.68%
Maintenance Related Downtime Days	11	70	10	(60)	-85.71%

Linear Ft. of Line cleaned (City)

ACCOMPLISHMENTS:

- Received 9 maintenance related complaints annually
- Received 44 maintenance related compliments annually
- Performed more than 35,416 catch basin inspections.
- Performed 84 outfall inspections
- Maintained more than 2,866,821 sq. ft. of ditches within the City of Ormond Beach
- Maintained more than 1,032,879 sq. ft. of ditches within the FDOT MOA
- Completed 5,079 curb miles of street sweeping
- Diverted 2,265 cubic yards of debris from the storm drain line system

MUNICIPAL AIRPORT FUND

The Municipal Airport is located on 1,164 acres of land that was granted to the City in 1959 by the Federal Government. The Airport facility includes two (2) active runways and six (6) taxiways that are fully lighted. Aviation management and other flight support services are provided through private operations including two (2) full service Fixed Based Operators, an automated weather observation system and ten (10) specialty FBOs that include an aircraft paint shop, maintenance facilities, aircraft sales and flight instructors. In addition, there are two (2) non-precision instrument approaches and an FAA Vortac facility.

There are approximately 140 aircraft based at the airport including three (3) flight schools that are based at the airport and two (2) other flight schools that use the airport extensively for training.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Miscellaneous	127,754	112,000	112,000	-	0.00%
Transfers	77,573	65,000	129,700	64,700	99.54%
Use of Fund Balance	-	499,693	127,718	(371,975)	-74.44%
Total	205,327	676,693	369,418	(307,275)	-45.41%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	122,503	127,090	137,352	10,262	8.07%
Operating	221,906	186,803	211,101	24,298	13.01%
Capital	905,640	2,394,737	-	(2,394,737)	0.00%
Contributions and Transfers	16,729	17,318	20,965	3,647	21.06%
Contingency	-	-	-	-	0.00%
Total	1,266,778	2,725,948	369,418	(2,356,530)	-86.45%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Airport Manager	1.00	1.00	1.00	0.00	0.00%
Total	**1.00**	**1.00**	**1.00**	**0.00**	**0.00%**

GOALS:

- Complete the construction of the extension of Signal Avenue and East Tower Circle from the Airport Business Park into the Southwest Quadrant of the airport.
- Complete the construction of the connecting perimeter access road within the Southwest Quadrant of the airport between the new Signal Avenue and East Tower Circle access points.
- Complete the construction of the extension of Runway 9/27 and Taxiway Alpha to the west.
- Complete the rehabilitation and realignment of Taxiway Delta and the rehabilitation of Taxiway Bravo.
- Complete the construction of a new Automated Weather Observing System (AWOS) for the airport.
- Complete a land use study to assess appropriate aeronautical and non-aeronautical uses for the former golf course leasehold area on the airport.
- Commence design of new perimeter fencing and airport access systems, to include additional lighting and surveillance technology.
- Complete the construction of new directory signage at the airport.
- Assist with the development of new hangar and FBO facilities on the airport.
- Assist companies with plans to relocate their businesses to the airport.
- Market and lease available aeronautical and non-aeronautical use properties at the airport.
- Secure all FDOT and FAA grants necessary to complete airport capital improvement projects.

ACCOMPLISHMENTS:

- Completed the design phase of the project to rehabilitate and realign Taxiway Delta and rehabilitate Taxiway Bravo.
- Completed the design of the extension of Signal Avenue and East Tower Circle from the Airport Business Park into the Southwest Quadrant of the airport.
- Completed the design of the connecting perimeter access road within the Southwest Quadrant of the airport between the new Signal Avenue and East Tower Circle access points.
- Completed the design phase of the project to construct a new Automated Weather Observing System (AWOS) for the airport.
- Secured $514,073 in state grant funds for design and construction of the airport access roads project, which will provide ground vehicle access to the Southwest Quadrant of the airport from the Airport Business Park and facilitate development in the Southwest Quadrant that will create jobs and produce additional revenue for the airport.
- Secured $2,532,084 in federal and state grant funds for the construction phase of the projects to rehabilitate Taxiways Bravo and Delta.
- Secured $69,000 under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), $57,162 under the Airport Coronavirus Response Grant Program (ACRGP) and $59,000 under the American Rescue Plan Act (ARPA) for the airport.

LOCAL LAW ENFORCEMENT TRUST FUND

This fund accounts for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Fines and Forfeits	37,567	-	-	-	0.00%
Miscellaneous	2,535	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	100.00%
Total	40,102	-	-	-	100.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	100.00%
Capital	118,500	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	118,500	-	-	-	100.00%

ECONOMIC DEVELOPMENT FUND

This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	100.00%
Miscellaneous	13,135	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	100.00%
Transfers	300,000	-	-	-	100.00%
Total	313,135	-	-	-	100.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	8,333	-	-	-	100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	8,333	-	-	-	100.00%

FEDERAL LAW ENFORCEMENT TRUST FUND

Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Fines and Forfeits	-	-	-	-	0.00%
Miscellaneous	131	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	131	-	-	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

PENSION CONTRIBUTION PASS THROUGH

Used to account for State contributions to the Police and Fire pension funds.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	1,011,118	1,000,000	1,300,000	300,000	30.00%
Total	1,011,118	1,000,000	1,300,000	300,000	30.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	1,011,118	1,000,000	1,300,000	300,000	30.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,011,118	1,000,000	1,300,000	300,000	30.00%

RECREATIONAL FACILITY FEE FUND

This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous (Impact Fees)	142,181	57,225	57,225	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	142,181	57,225	57,225	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	29,147	50,414	51,995	1,581	3.14%
Capital	-	-	-	-	100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	6,811	5,230	(1,581)	-23.21%
Total	29,147	57,225	57,225	-	0.00%

GRANT FUND

This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Miscellaneous	-	-	-	-	0.00%
Transfers	-	-		-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	3,600	-	-	-	0.00%
Capital	-	-		-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	3,600	-	-	-	0.00%

FINANCING DEBT SERVICE FUND

This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous	-	-	-	-	0.00%
Transfers	648,000	803,545	660,000	(143,545)	-17.86%
Use of Fund Balance	-	-	-	-	0.00%
Total	648,000	803,545	660,000	(143,545)	-17.86%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	566,738	802,234	660,000	(142,234)	-17.73%
Contingency	-	1,311	-	(1,311)	-100.00%
Total	566,738	803,545	660,000	(143,545)	-17.86%

2003 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	-	-	-	-	0.00%
Miscellaneous	-	-	-	-	0.00%
Transfer	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	112,991	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	112,991	-	-	-	0.00%

2004 REVENUE BOND

This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Transfers	157,000	157,000	-	(157,000)	-100.00%
Use of Fund Balance	-	5,000	-	(5,000)	0.00%
Total	157,000	162,000	-	(162,000)	-100.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	159,196	162,000	-	(162,000)	-100.00%
Contingency	-	-	-	-	0.00%
Total	159,196	162,000	-	(162,000)	-100.00%

2010 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this bond issue are for a beachfront park.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	354,479	392,114	346,322	(45,792)	-11.68%
Miscellaneous	-	-	-	-	0.00%
Total	354,479	392,114	346,322	(45,792)	-11.68%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	361,003	369,000	345,000	(24,000)	-6.50%
Contingency and Transfers	-	23,114	1,322	(21,792)	-94.28%
Total	361,003	392,114	346,322	(45,792)	-11.68%

CAPITAL IMPROVEMENT FUND

This fund is used to account for capital asset acquisitions and construction from general government resources and intergovernmental grants.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	412,673	411,720	447,555	35,835	8.70%
Intergovernmental	159,572	130,000	1,601,828	1,471,828	1132.18%
Miscellaneous	277,770	-	-	-	0.00%
Transfers	1,162,000	-	700,000	700,000	0.00%
Use of Fund Balance	-	173,120	-	(173,120)	0.00%
Bond Proceeds	-	900,000	2,250,000	1,350,000	0.00%
Total	2,012,015	1,614,840	4,999,383	3,384,543	209.59%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	2,083,339	1,587,500	4,924,000	3,336,500	210.17%
Contributions and Transfers	24,642	24,987	31,244	6,257	25.04%
Contingency	-	2,353	44,139	41,786	1775.86%
Total	2,107,981	1,614,840	4,999,383	3,384,543	209.59%

EQUIPMENT RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets provided by general government resources.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	203,992	215,663	234,434	18,771	8.70%
Miscellaneous	66,533	-	-	-	0.00%
Transfers	-	-	90,000	90,000	0.00%
Lease Financing	-	-	-	-	0.00%
Use of Fund Balance	-	74,337	82,566	8,229	11.07%
Total	270,525	290,000	407,000	117,000	40.34%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	248,088	242,000	317,000	75,000	30.99%
Contributions and Transfers	48,000	48,000	-	(48,000)	-100.00%
Contingency	-	-	90,000	90,000	0.00%
Total	296,088	290,000	407,000	117,000	40.34%

PUBLIC SAFETY VEHICLE AND EQUIPMENT FUND

This fund accounts for replacement of public safety vehicles and equipment.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	638,465	798,933	868,470	69,537	100.00%
Miscellaneous	19,931	1,500,000	-	(1,500,000)	0.00%
Transfers	386,073	155,000	-	(155,000)	100.00%
Use of Fund Balance	-	1,067	19,530	18,463	0.00%
Total	1,044,469	2,455,000	888,000	(1,567,000)	100.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	113,870	-	-	-	0.00%
Capital	993,304	2,170,000	533,000	(1,637,000)	100.00%
Contributions and Transfers	135,000	285,000	355,000	70,000	100.00%
Contingency	-	-	-	-	100.00%
Total	1,242,174	2,455,000	888,000	(1,567,000)	100.00%

TRANSPORTATION IMPROVEMENTS FUND

This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	509,938	509,748	554,116	44,368	8.70%
Other Taxes	1,206,043	1,200,000	1,200,000	-	0.00%
Intergovernmental	-	-	-	-	0.00%
Miscellaneous	76,418	-	-	-	0.00%
Bond Proceeds	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	411,536	405,860	(5,676)	-1.38%
Total	1,792,399	2,121,284	2,159,976	38,692	1.82%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	185,634	186,572	193,023	6,451	3.46%
Capital	744,964	1,234,820	1,217,000	(17,820)	-1.44%
Contributions and Transfers	697,138	699,892	749,953	50,061	7.15%
Contingency	-	-	-	-	0.00%
Total	1,627,736	2,121,284	2,159,976	38,692	1.82%

RECREATION IMPACT FEE FUND

This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous (Impact Fees)	42,333	100,000	100,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	42,333	100,000	100,000	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	264	100,000	100,000	-	0.00%
Total	264	100,000	100,000	-	0.00%

FACILITIES RENEWAL AND REPLACEMENT FUND

This fund accounts for dedicated tax revenues and corresponding facilities maintenance expenditures.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	510,421	808,736	879,126	70,390	8.70%
Miscellaneous	80,681	-	-	-	0.00%
Intergovernmental	-	-	-	-	0.00%
Transfers	106,277	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	100.00%
Total	697,379	808,736	879,126	70,390	8.70%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	193,782	325,000	262,000	(63,000)	-19.38%
Capital	240,714	461,000	592,000	131,000	28.42%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	22,736	25,126	2,390	0.00%
Total	434,496	808,736	879,126	70,390	8.70%

LOCAL ROAD IMPACT FEE FUNDS

This fund accounts for impact fees collected for the purposes of maintaining local roads.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous	59,713	50,000	50,000	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	59,713	50,000	50,000	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	264	50,000	50,000	-	0.00%
Total	264	50,000	50,000	-	0.00%

LEISURE SERVICES CAPITAL FUND

This fund accounts for dedicated tax revenues and corresponding leisure services capital expenses.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Property Taxes	-	509,749	554,116	44,367	0.00%
Miscellaneous	-	-	-	-	0.00%
Intergovernmental	-	570,000	400,000	(170,000)	0.00%
Transfers	-	70,000	-	(70,000)	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	-	1,149,749	954,116	(195,633)	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	1,140,000	900,000	(240,000)	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	9,749	54,116	44,367	0.00%
Total	-	1,149,749	954,116	(195,633)	0.00%

STORMWATER IMPACT FEE FUNDS

This fund accounts for impact fees collected for the purposes of maintaining the stormwater system.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous (Impact Fees)	36,057	50,000	50,000	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	36,057	50,000	50,000	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	264	50,000	50,000	-	0.00%
Total	264	50,000	50,000	-	0.00%

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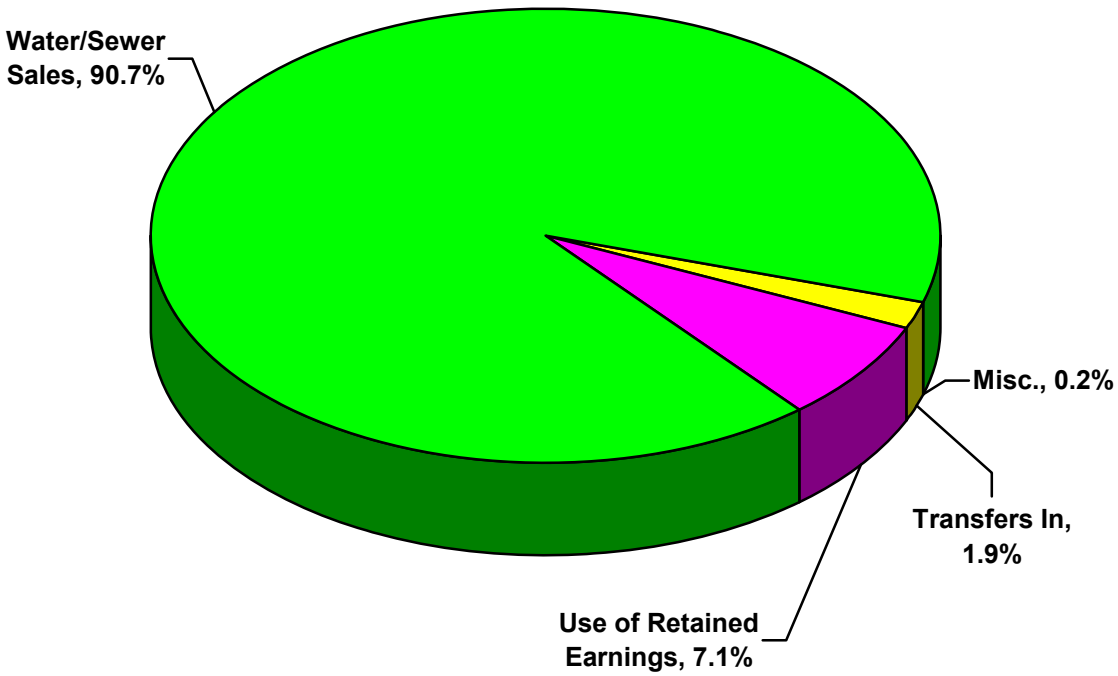
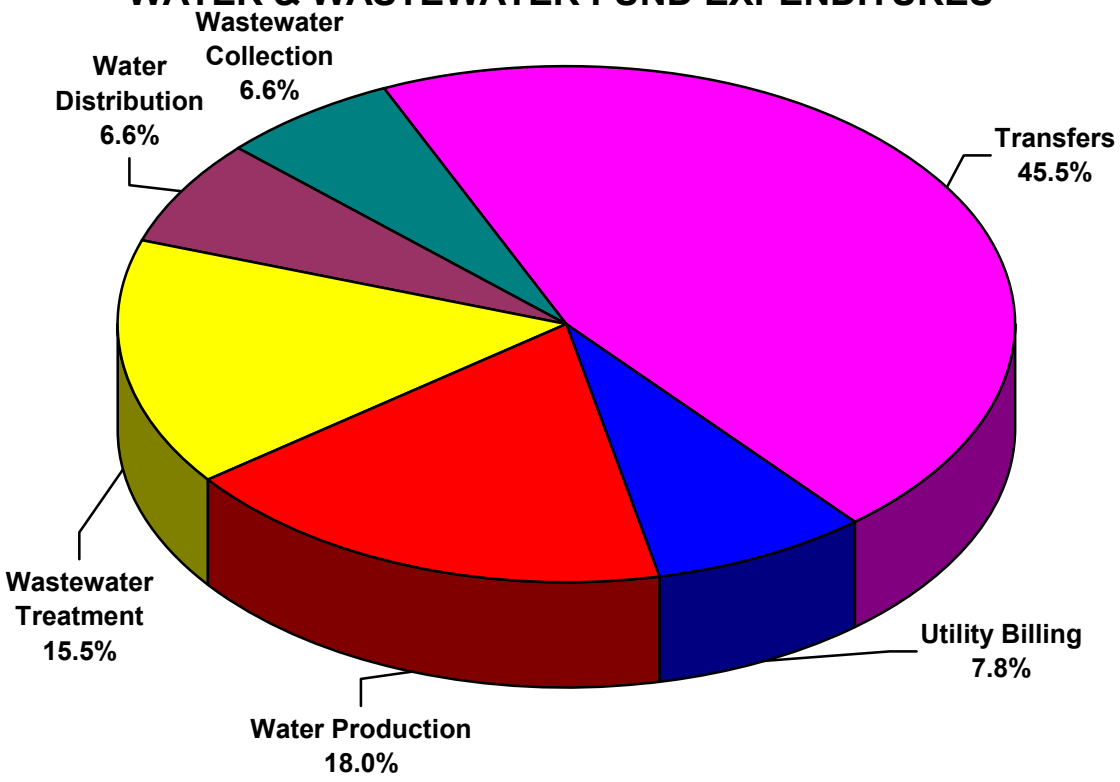
WATER AND SEWER SUMMARY

Description	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Revenues					
Water/Sewer Sales	21,288,712	21,773,000	23,471,000	1,698,000	7.80%
Intergovernmental	-	-	-	-	0.00%
Misc Revenue	320,760	60,000	60,000	-	0.00%
Transfers In	425,887	461,792	450,984	(10,808)	-2.34%
Use of Retained Earnings	-	1,711,927	2,325,903	613,976	35.86%
Total Net Revenues	**22,035,359**	**24,006,719**	**26,307,887**	**2,301,168**	**9.59%**
Expenditures					
Utility Billing	1,898,164	1,869,278	1,698,991	(170,287)	-9.11%
Water Production	3,883,683	4,323,844	5,175,140	851,296	19.69%
Wastewater Treatment	3,559,215	3,728,573	4,439,203	710,630	19.06%
Water Distribution	1,488,168	1,581,713	1,720,373	138,660	8.77%
Wastewater Collection	1,341,382	1,577,833	1,639,761	61,928	3.92%
Non-Departmental	2,938,919	10,925,478	11,634,419	708,941	6.49%
Total Net Expenditures	**15,109,531**	**24,006,719**	**26,307,887**	**2,301,168**	**9.59%**

WATER & WASTEWATER FUND REVENUES



WATER & WASTEWATER FUND EXPENDITURES



UTILITY BILLING AND CUSTOMER SERVICE

Utility Billing and Customer Service administers the City's utility billing system, which includes meter reading, billing and collection, and customer service support. This program produces bills annually for water and wastewater service, stormwater utility, solid waste collection and recycling and performs approximately 260,000 meter readings per year.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	1,898,164	1,869,278	1,698,991	(170,287)	-9.11%
Total	1,898,164	1,869,278	1,698,991	(170,287)	-9.11%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	797,116	845,032	888,570	43,538	5.15%
Operating	1,101,048	1,024,246	810,421	(213,825)	-20.88%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,898,164	1,869,278	1,698,991	(170,287)	-9.11%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Accounting Clerk	2.00	2.00	2.00	0.00	0.00%
Accounting Technician	2.00	2.00	2.00	0.00	0.00%
Utility Billing Specialist	1.00	1.00	1.00	0.00	0.00%
Staff Accountant	1.00	1.00	1.00	0.00	0.00%
Customer Serv. Supervisor /Acct.	1.00	1.00	1.00	0.00	0.00%
Meter Reader Supervisor	1.00	1.00	1.00	0.00	0.00%
Meter Reader	4.00	4.00	4.00	0.00	0.00%
Total	**12.00**	**12.00**	**12.00**	**0.00**	**0.00%**

GOALS:

- Complete the tenth phase of the City-wide meter replacement program.
- Develop a future plan for City water meters as the tenth phase will complete the process of ensuring all meters throughout the City are radio read meters.
- Maintain generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintain the active participation rate for bank drafting utility account payments at 25% of the customer base.
- Increase the active participation rate for customers paying by Internet credit card method.
- Complete 98% of utility work orders within three business days of request.
- Continue working with the utilities distribution program staff replacing commercial meters with radio read meters.
- Increase customer usage of the Interactive Voice Response System by 5%, currently 10%.
- Increase customer usage of the Online Payment Portal by 5%, currently 18%.
- Transition to the online payment portal Resident Self-Service.
- Update the City online payment portal.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Number of utility bills	300,100	305,000	306,000	1,000	0.33%
Customers participating in bank drafting	6,750	7,100	7,300	200	2.82%
Total Number of work orders	19,550	20,000	21,500	1,500	7.50%
Number of work orders - delinquent cut-offs	3,498	3,650	3,850	200	5.48%
Number of work orders - reconnects	3,082	3,150	3,350	200	6.35%
Efficiency/Effectiveness:					
% customers using bank draft payment	27%	30%	35%	0	0.00%

ACCOMPLISHMENTS:

- Maintained generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintained the active participation rate for bank drafting utility account payments.
- Maintained the active participation rate for customers using the Internet account charge and consumption inquiry at 18% of the customer base.
- Completed 98% of utility work orders within three business days of request.

WATER PRODUCTION

The City's Water Production section is responsible for providing a reliable source for safe drinking water to customers contained within the City's 57-square mile service area which includes the incorporated city limits and adjacent unincorporated areas.

The Water Production program is responsible for licensed operation and maintenance of all equipment associated with the City's twelve (12) million gallons per day (mgd) Water Treatment Facility. The treatment facility includes an 8 mgd lime softening process and a 4 mgd low pressure reverse osmosis (LPRO) process. Water is blended from both treatment processes prior to distribution. The LPRO concentrate serves as an irrigation source water source as it is blended with reclaimed water for public access irrigation.

The water production section operates and maintains five (5) wellfields that withdraw groundwater from the Upper Florida aquifer through 38 existing wells to meet current and future water demands. The five wellfields, starting in the west and continuing easterly toward the city, include the Rima Ridge, Hudson, Breakaway Trails, State Road 40, and Division Avenue wellfields. Additionally, two elevated storage tanks & 2 ground storage tanks (total storage @ 4.7 mg) and five booster pumping stations are contained within the distribution system to further assist the delivery of finished water to customers.

The program also maintains the water system in conformance with the requirements of the Safe Drinking Water Act, the regulations of the Florida Department of Environmental Protection, Florida Department of Health (DOH) and the Consumptive Use Permit conditions issued by the St. Johns River Water Management District.

WATER PRODUCTION

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	3,883,683	4,323,844	5,175,140	851,296	19.69%
Total	3,883,683	4,323,844	5,175,140	851,296	19.69%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	1,667,031	2,131,461	2,213,837	82,376	3.86%
Operating	2,216,652	2,192,383	2,961,303	768,920	35.07%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	3,883,683	4,323,844	5,175,140	851,296	19.69%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Utilities Manager	1.00	1.00	1.00	0.00	0.00%
Utilities Engineer	2.00	2.00	2.00	0.00	0.00%
Office Assistant II	1.00	1.00	1.00	0.00	0.00%
Chief Treatment Plant Oper. "A"	1.00	1.00	1.00	0.00	0.00%
Supervisor of Equipment Mnt.	1.00	1.00	1.00	0.00	0.00%
Utility Mnt. Foremen	1.00	1.00	1.00	0.00	0.00%
Lead WTP Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	8.00	8.00	9.00	1.00	12.50%
Plant/Pump Mechanic	1.00	1.00	1.00	0.00	0.00%
Utility Electrician	1.00	1.00	1.00	0.00	0.00%
Enviro. Regulatory Compl. Coord.	1.00	1.00	1.00	0.00	0.00%
Sludge Hauling Tech	1.00	1.00	1.00	0.00	0.00%
SCADA Tech.	1.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Treatment Plant Operator (1)	0.50	0.50	0.50	0.00	0.00%
Total	**21.50**	**22.50**	**23.50**	**1.00**	**4.44%**

* Indicates primary department

WATER PRODUCTION

GOALS:

- Maintain compliant and reliable water production activities meeting customer use demands and regulatory standards to include 4 log Removal Disinfection Certification Status for 12 MGD Water Treatment Facility (8 MGD Lime Softening / 4 MGD LPRO Processes) which requires a 0.7 mg/L Free Chlorine in all three Clearwells and a Combined Filter Effluent (CFE) turbidity of less than or equal to 1 NTU.
- Maintain compliant and reliable water production activities for control of lead and copper, specifically through the use of corrosion inhibitor, to include triennial lead and copper sampling of the distribution system and maintaining an LSI in the finished water of +/- 0.20.
- Maintain an impeccable safety record with a zero loss of work record.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Maintain accurate records and submit regulatory reports on schedule.
- Enhance record keeping and tracking practices for water loss prevention and audit purposes.
- Continue to assess well field, in-plant and distribution system operations to identify all groundwater and finished water use.
- Continue to amend the Water Plants Standard Operating procedures
- Maintain accurate database for recording well pumping, water distribution system flushing, leak detection, main break and fire hydrant flushing activities for quantifying water use and for adherence to regulatory permit standards.
- Promptly and efficiently address recommendations made during periodic Florida Dept. of Health (FDEP/ FDOH) inspections.
- Continue the integration and efficiently utilize the VT SCADA/ RTU systems for in-plant and remote wellfields and storage tanks and booster pumping stations.
- Continue to repaint aboveground yard piping to coincide with FDEP regulations.
- Consistently monitor the status of the LPRO Membranes by utilizing the normalization software provided by the membrane manufacturer.
- Improve plant equipment efficiency reduce downtime through timely maintenance and replacement.
- Continue study to site and permits additional production wells.
- Continued design and refurbishment of the aeration tank, blowers, clear well project.
- Procure contractors to remediate the corrosion and paint the Clairicone treatment units
- Procure contractors to clean and inspect ALL potable water tanks and clearwells
- Procure a contractor or equipment to remove the lime sludge from the south pits.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Actual FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Volume of water (in MG) processed during reporting period	2,042	2,161	2,212	51	2.37%
Volume of wastewater (in MG) processed during reporting period	1,772	2,099	1,956	(143)	-6.81%
Volume of Reclaimed Water (in MG) distributed during reporting period	1,230	1,129	1,200	71	6.29%
Total volume of raw sewage collected for treatment (MGD AADF) from retail customers	5.33	5.75	5.35	(0)	-6.96%
Total number of manhole failures in collection system	201	150	125	(25)	-16.67%
Total number of leaks in distribution system	211	683	300	(383)	-56.08%
Total number of pipeline breaks in distribution system	34	59	45	(14)	-23.73%
Total number of leaks in reclaimed water system	27	22	30	8	36.36%
Total number of pipeline breaks in reclaimed water system	7	8	10	2	25.00%
Sum of all qualified formal training hours completed by all employees	700	700	700	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Primary Drinking Water Regulations	365	365	365	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Secondary Drinking Water Regulations	365	365	365	-	0.00%
Total number of standard non-compliance days	-	-	-	-	-
Total water treatment plant effluent flow distributed to distribution system	2,042	2,161	2,200	39	1.80%

ACCOMPLISHMENTS:

- Maintained compliant Consumptive Use Permit (CUP) operating and reporting requirements and annual groundwater withdrawal allocations. Current year groundwater withdrawal allocation at 8.041 MGD. Current year annual average day groundwater withdrawals for FY 2023-24 at 5.962 MGD.
- Reporting includes semi-annual EN-50 Groundwater Withdrawal & Annual Wetlands Monitoring reports along with other groundwater conditions sampling, monitoring
- Completed 2023 Annual Water Quality "Consumer Confidence" Report.
- Maintained compliant and reliable water production activities meeting customer use demands and regulatory standards. Current year water plant average day production is 5.51 Million Gallons per Day (MGD) with 6.71 max day demand during previous 12-month period (May 2024).
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.

WATER PRODUCTION

- Maintained Citywide Workplace Safety Program as it pertains to Utilities.
- Maintained the distribution system through consistent monthly flushing programs.
- Controlled biological growth in the distribution system by conducting two "Change in Disinfection" event.
- Updated the Water Plant's Standard Operating Procedures
- Trained Water Treatment Plant Operators in the use of the E-logs to accurately record daily plant activities.
- Completed the input of plant equipment inventory in new Asset Management software.
- Staff has been trained to utilize the Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continued using the Tour Trax Asset management system to ensure that quality inspections on vital equipment are done consistently around the plant.
- Upgraded the security surveillance equipment around the facility
- Continued the Water Plant beautification project. This project includes the remediation of rust and corrosion on the plant infrastructure, the addition of planters, shrubbery and trees, as well as painting the pipes and the interior of the Administration building.
- Upgraded ALL compliance and operational instrumentation throughout the water plant and pumping stations
- Succeeded in cross training Operators to assist in miscellaneous duties such as BacT collection and instrumentation calibration.
- Implemented a Lock Out Tag Out system at the Water Plant
- Maintain a zero loss of work record by way of continuously implementing plant safety measures.
- Completed the Consumptive Use Permit Renewal Process.
- Added VFD motor control to the production wells to increase efficiency and save energy.
- Added Use cellular technology for RTU/SCADA communications to replace radios where signal strength is no longer acceptable.

WASTEWATER TREATMENT

The City's Wastewater Treatment section is responsible for the compliant operation and maintenance of an advanced domestic wastewater treatment facility having an annual average day capacity of 8.0 million gallons per day (mgd). The treatment process utilized at the City's WWTP consists of influent pumping with odor control, primary screening, five-stage Bardenpho™ (fermentation, first anoxic, aeration, second anoxic, and re-aeration), clarification, media filtration, and disinfection. The wastewater section is also responsible for the reliable operation of over eighty (80) remote lift stations contained within the sanitary sewer service area.

The wastewater treatment facility serves as the source of water for the City's public access reclaimed water system. The reclaimed water system generally consists of two reclaimed water storage tanks (one with a capacity of 3.0 million gallons and one with a capacity of 4.0 million gallons, one high service pump station with a total installed pumping capacity rated at 9800 gpm (14.1 mgd) at 85 psi. This program produces approximately 840 million gallons of reuse water annually, providing an available alternative water source for irrigation needs for 2,345 reuse customers in addition to two golf courses. Treated effluent not reused for irrigation is discharged to the City's permitted surface water discharge, the Halifax River. De-watered residuals (or biosolids) are transported from the wastewater treatment facility and treated to Class AA residual standards by a State-licensed contractor.

Competent, State-licensed operators are responsible for operating the plant in conformance with the requirements of the Clean Water Act, the operating permit and NPDES (National Pollution Discharge Elimination System) permit issued by the Florida Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA).

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	3,559,215	3,728,573	4,439,203	710,630	19.06%
Total	3,559,215	3,728,573	4,439,203	710,630	19.06%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	959,049	1,285,038	1,321,974	36,936	2.87%
Operating	2,600,166	2,443,535	3,117,229	673,694	27.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	3,559,215	3,728,573	4,439,203	710,630	19.06%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Utility Mnt. Foreman	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Chief Treatment Plant Operator	1.00	1.00	1.00	0.00	0.00%
Lead Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	8.00	8.00	9.00	1.00	12.50%
Total	**13.00**	**13.00**	**14.00**	**1.00**	**7.69%**

WASTEWATER TREATMENT

GOALS:

- Attain zero permit exceedances for upcoming year.
- NELAC certify plant laboratory for bacteriological testing (Fecal & Total Coliform, E.Coli and Enteroccocci Bacteria). In Process
- Decant pump station upgrades and modifications with new pumps and piping to centrifuge. In Process. WRF Improvements
- Install middle mixer in PAN tank #1. In Process. WRF Improvements
- Replace all Wylo submersible mixers with more reliable Flygt mixers as units fail. CIP
- Upgrade to UV disinfection installation which will eliminate Hypo and Bisulfite chemicals and decrease Fecal Coliform, Enteroccocci, Giardia and Cryptosporidium non-compliance events which is being partially funded by a state grant. In Process
- Replace failed RAS/WAS isolation valves. CIP
- Improve overall SCADA control of equipment and processes for ease of plant operation. On-Going
- Execute Grit Removal contract and complete recommended grit removal from Sedivision results on Fermentation, Carrousel and Post Anoxic Tanks. Sedivision completed. Removal being budgeted for 24-25
- Continue to maintain reliable WWTP operations monitoring and reporting standards and operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit. On-going
- Continue optimizing reuse disposal system operations and expansion to further reduce surface water discharges to Halifax River and to promote water conservation. On-going
- Complete the annual reporting requirements for the following topics and activities: Capacity Analysis, Reuse Summary and Correlation, Pretreatment DMR, Primary and Secondary Drinking Water Standards, Summary of Water Quality and Residuals.
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise On-going
- Improve plant equipment and Lift Stations through maintenance, replacement and purchase of critical equipment spares On-going
- Design, permit and construct new WRF headworks. Future CIP
- Design, permit and construct new WRF influent pumping station. Future CIP
- Award and complete WRF improvements to sludge decant and polymer rooms and new post anoxic mixer in PAN tank #1 In process
- Replacing a sand filter with a Diamond Filter cloth media filter.
- Rehab and remodel Operations building
- Apply to FDEP when applicable to reduce required operating hours from 24 hours per day to 16 hours per day
- Replace 2 Sand Filters with Aquadiamond filters. Planning in process
- Install actuators and SCADA control for the 3 Tea Cup grit removal units. In Process
- Install overflow channel at bar screen to avoid headworks overflows.
- Install new Carrousel mixer VFD's and tie to SCADA for future process control automation. 2 units for Outboards are in process and 2 for inboards will be on next budget

- Bar Screen rebuilds. 1 unit out of 2 in process

WASTEWATER TREATMENT

- Rebuild failing Clarifier distribution box actuator gears. Awaiting vendor quote
- Modify screw pump roof for access to pumps CIP
- Begin secondary clarifier rehabs at 1 unit per year.
- Build new Main Lift Station within 2 years.
- Reduce Surface Water Discharges via increase reclaim system storage.
- Reduced fecal coliform permit exceedances for 11 straight months since recommended improvements completed.
- Replaced WAS and RAS pump VFD's and tie to SCADA for operational control. 5 out of 7 complete
- Completed input of plant equipment inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement. Partial completion
- Both Centrifuge units were disassembled and rebuilt by Flottweg
- Replaced roof top AC unit for Operations building.
- Added VFD's and SCADA control improvements for Effluent Transfer pumps.
- Replaced Influent Pump #3 VFD.
- Rectified longstanding FPL plant power imbalance equipment issues that was damaging equipment and causing plant operational issues. Rectified at motor starters
- Completed preparation of bid documents and award for multi-year contracts for annual chemical supplies for water and wastewater treatment facilities and wastewater residuals hauling treatment and disposal contract services
- Completed the sampling and reporting requirements for the following topics and activities: Reuse, Pretreatment DMR, Primary & Secondary Drinking Water Standards, Priority Pollutants, EPA 503 Biosolids, Reuse Summary and Correlation, Summary of Water Quality & Residuals, Bi-annual Giardia and Cryptosporidium, Semi-annual SWD Toxicity, quarterly Groundwater Monitoring and monthly Discharge Monitoring Reports.
- Plant processed 2,103 million gallons of influent flow (5.75 MGD annual avg. day) and distributed 1,129 million gallons of reuse product (3.08 MGD annual avg. day) for reporting period 6/1/23 to 5/31/24.
- Accurately monitored and reported operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit.
- Provided necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Installed audible and visual Turbidity, Secondary Scum Well and Dewatering Pump Station wet well alarms.
- Multitude of plant lighting improvements for safety.

WATER DISTRIBUTION

The Water Distribution Section is responsible for reliable operation of the water distribution system.

State–licensed operators and experienced technicians operate and maintain over 400 miles of potable and 25 miles of raw water mains comprised of several material types to include nearly 2000 fire hydrants and thousands of various sized valves and miscellaneous appurtenances.

In addition, this section is responsible for the installation of all new water meters, testing, calibration and/or replacement of existing water meters, enforcement of the cross connection control program and backflow prevention device maintenance. The water distribution crews also self-perform leak detection reconnaissance of the distribution system and respond to all customer requests for assistance and perform any repairs necessary to maintain system service reliability.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	1,488,168	1,581,713	1,720,373	138,660	8.77%
Total	1,488,168	1,581,713	1,720,373	138,660	8.77%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	943,218	1,008,981	1,100,027	91,046	9.02%
Operating	544,950	572,732	620,346	47,614	8.31%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,488,168	1,581,713	1,720,373	138,660	8.77%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Supervisor of Water Distribution	1.00	1.00	1.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mapping/Locate Tech.	0.50	2.00	2.00	0.00	0.00%
System Maintenance Foreman	2.00	2.00	2.00	0.00	0.00%
Water Distribution Operators	8.00	8.00	8.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Water Quality Control Tech	1.00	1.00	1.00	0.00	0.00%
Partl-time Positions:					
Utility Mapping/Locate Tech.	0.50	0.00	0.00	0.00	0.00%
Total	**13.50**	**14.00**	**14.00**	**0.00**	**0.00%**

WATER DISTRIBUTION

GOALS:

- Maintain reliable water distribution system operations for meeting customers use and quality demands.
- Continue to search for sources of unaccounted for water with emphasis on leak detection program, frequent large meter testing and maintenance of accurate flushing record database to detect all usage throughout City's distribution system. Perform leak detection with in-house personnel for distribution system annually.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Ensure main breaks and service interruptions are repaired in a timely manner and noticed in accordance with pertinent Florida Dept. of Health Regulations.
- Test and inspect all City owned backflow preventers on an annual basis.
- Complete 100% of all service work orders prepared for fire hydrants as identified by Utilities and Fire Department inspections.
- Complete maintenance of all fire hydrants in Ormond by the Sea per yearly contract condition with Volusia County.
- Complete input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continue enhancements to City's Cross Connection Control Program and compliance rating.
- Modify for efficiencies and continue to improve current distribution system monitoring, sampling and flushing programs to promote better understanding of system operating conditions and improve water quality.
- Install all new meter requests received due to new development or new customer requests for service.
- Perform accuracy testing on water meters in accordance with or exceeding AWWA standards as referenced in the Water Meter Testing and Repair Manual.
- Complete the Phase IV design for the water main replacement project.
- Construct a secondary 24" raw water main along SR40 from Hunters Ridge to Williamson Boulevard.
- Award bid and complete Leeway Storage Tank and Pump Station Rehabilitation and Improvements project.
- Begin implementation of Western service area improvements including completion of SR 40 / Airport Road water main loop project.
- Have the internal parts of the Residential Dual Checks changed out that are nearing their 10-year life span.
- Continue installing Insert a Valves in areas where there are long distances between in-line valves.

WATER DISTRIBUTION

ACCOMPLISHMENTS:

- Maintained reliable water distribution system operations for meeting customer water use demands and water quality concerns.
- Continued activities and focus to minimize unaccounted water with emphasis on large meter testing, leak detection, flushing database records, small meter replacement and raw water metering accuracy and reporting.
- Repaired all water main breaks and service interruptions in a timely manner and notified affected customers in accordance with pertinent FDEP/ FDOH regulations.
- Inspected and/ or repaired all city owned backflow prevention devices (BFPD). Continue installation of BFPD on city owned irrigation systems lacking protection.
- Installed new or exchanged approximately 275 water meters.
- Serviced approximately 290 fire hydrants in Ormond-by-the-Sea that are under a maintenance contract with Volusia County Fire Dept., performed maintenance activities on 120 fire hydrants within city limits located between Beach St and US1 starting from south city limits.
- Responded to and performed repairs on approximately 59 main breaks and 624 service laterals and prepared the necessary Precautionary Boil Water Notices.
- Tested and repaired 100% of all meters within City sized 3" and larger scheduled for this fiscal year. Continue scheduling four to six-year testing program on 2" and 1 ½" water meters
- Replaced approximately 8 non-operable isolation valves of various sizes throughout distribution system.
- Performed scheduled valve maintenance activity on approximately 225 water main valves and as necessary in support of scheduled system shutdowns associated with capital projects or water distribution main and services breaks.
- Flushed water mains for Cl2 residual and overall water quality maintenance from US1 to west City Limits.
- Serviced 26 automatic flushing devices in various locations throughout distribution system.
- Located, marked, and exercised valves in preparation for the 2-inch main replacement program.
- Located all in-line and hydrant valves for the completed instillation of the N US 1 expansion project. Also made sure all valves were on and centered in the valve boxes.
- Locate Technicians located a total of 9,784 locates in 2023.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

The City's wastewater collection system section is responsible for maintaining reliable operating characteristics throughout the City's wastewater customer service area for:

- 182 miles of gravity sewer main
- 54 miles of force mains
- 24 miles of reuse water mains
- 23 miles of low-pressure sewer mains

The Wastewater Collections program services and maintains over 1,600 Pretreatment Effluent Pumping (PEP) systems serving the low pressure sewer collection needs at the Hunter's Ridge and Breakaway Trails development areas.

The wastewater collection and reuse distribution program performs various preventative maintenance functions to include televising sewer mains for determination of repair needs and identifying inflow-infiltration areas of concern, root control, and periodic pigging of force mains due to main pressure fluctuations affecting operational reliability.

This program also provides round the clock piping and manhole repair activities and response to customer requests for assistance in the event of a sewer backup or reuse irrigation service interruption.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	1,341,382	1,577,833	1,639,761	61,928	3.92%
Total	1,341,382	1,577,833	1,639,761	61,928	3.92%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	758,090	913,189	927,453	14,264	1.56%
Operating	583,292	664,644	712,308	47,664	7.17%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,341,382	1,577,833	1,639,761	61,928	3.92%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
System Mnt. Foremen	2.00	2.00	2.00	0.00	0.00%
Supervisor of Collection/Reuse	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	3.00	3.00	3.00	0.00	0.00%
Maintenance Worker IV	2.00	2.00	2.00	0.00	0.00%
Total	**13.00**	**13.00**	**13.00**	**0.00**	**0.00%**

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

GOALS

- Maintain reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Continue sanitary sewer lining projects citywide.
- Prioritize multi-year lining contract scope of work and renewal to correct known defects or deteriorated portions of sewer mains to ensure the integrity of the system and reduce inflow and infiltration.
- Clean and televise approximately 10,000 feet of gravity sewer main and 200 each sewer laterals. PM activities are performed to prioritize and correct defects in deteriorated portions of sewer mains/ service laterals to reduce likelihood of overflows, inflow and infiltration.
- Begin input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Rehabilitation of 50 PEP Systems in Hunter's Ridge and Breakaway Trails Areas.
- Complete construction for Lift Station Rehabilitation Projects including station piping, valves and controls upgrades.
- Perform root control services on gravity sanitary sewer as necessary.
- Support Reuse Service area expansion and service to include recent priority to serve south peninsula area customers.
- Develop a Fats, Oils and Grease (FOG) program plan to assist in reducing the amount of the FOG clogging the sewer transmission lines. Initiate records database for development of inspection program for grease interceptors installed at commercial restaurants within the City's sewer collection service area.
- Review best practices concerning flushable items with all Daycare and Senior care facilities to enhance awareness of potentially harmful disposal methods.
- Begin implementation of western service area improvements related to wastewater collection and conveyance including extension of SR 40 Force main and site evaluation of Airport Road Utility Parcels.

ACCOMPLISHMENTS

- Successfully operated City-wide reuse system for annual period delivering reuse product to over 3,200 residential and 1 golf course customers having demand in excess of 1.3 Billion Gallons.
- Submitted the Annual Reuse Report 2024 per FDEP WWTF permit requirements illustrating 4.2 MGD of the 4.43 MGD annual average day flow received at the City's treatment facility is utilized for land application irrigation purposes.
- Maintained Standard Operating Procedures for Reuse Distribution System including responses to extended dry and wet weather conditions and notification to customers regarding service interruptions or other changes.
- Identified locations for additional meters and valves to provide better operational control and water accounting. Installation commenced.
- PEP System PM Activities: Completed rehabilitation of 21 units, replacement of 22 units, performed installation of 3 new units and performed electrical upgrades to 136 PEP System units replaced in West Ormond Low Pressure Sewer Service area.
- Cleaned approximately 7,000 feet of gravity sewer main and 129 each sewer laterals. Televised approximately 1500 feet of gravity sewer main and 333 each sewer laterals. Performed root control program activities on approximately 110 each sewer laterals.
- Completed monthly and annual scheduled preventative maintenance service calls for 95 sewage lift stations throughout the collection system which includes reassembly of each duplex configured pump and motor. Responded to all emergency call outs from SCADA and WIN911 Lift Station monitoring system after hours calls for service alarms (annual average 3 calls per week). Ongoing accomplishment
- Completed approximately 1145 repairs to collection system (gravity, force main, services and manhole) service calls and 130 reuse system leaks and main breaks.
- Completed a variety of lift station and motor replacements and repairs at various lift stations throughout the sanitary sewer collection system.
- Maintained reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Prepared design plans and specifications for bidding Lift Station Rehabilitation Project to include 4P and 11M lift station piping, valves and controls upgrades.
- Completed the Shadow Crossings Reuse Pump Facility Upgrades Project.
- Prepared design plans and specifications for the West 40 force main improvements project for promoting improved level of service and reliability and for developing effective options for developer considerations.
-

WATER AND WASTEWATER TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Water & Wastewater	2,938,919	10,925,478	11,634,419	708,941	6.49%
Total	2,938,919	10,925,478	11,634,419	708,941	6.49%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contingency	-	-	-	-	100.00%
Contributions and Transfers	2,938,919	10,925,478	11,634,419	708,941	6.49%
Total	2,938,919	10,925,478	11,634,419	708,941	6.49%

WATER AND WASTEWATER VEHICLE AND EQUIPMENT REPLACEMENT FUND

This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Miscellaneous	24,366	-	-	-	0.00%
Transfer	150,000	250,000	250,000	-	0.00%
Use of Fund Balance	-	-	600,000	600,000	0.00%
Total	174,366	250,000	850,000	600,000	240.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	230,000	850,000	620,000	269.57%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	20,000	-	(20,000)	0.00%
Total	-	250,000	850,000	600,000	240.00%

WATER AND WASTEWATER RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Bond Proceeds	-	-	2,870,000	2,870,000	0.00%
Intergovernmental	-	-	-	-	100.00%
Charges for Services	110,051	187,000	155,000	(32,000)	0.00%
Miscellaneous	284,967	-	100,000	100,000	0.00%
Transfers	-	3,113,000	3,071,951	(41,049)	-1.32%
Use of Retained Earnings	-	3,700,000	6,150,000	2,450,000	100.00%
Total	395,018	7,000,000	12,346,951	5,346,951	76.39%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	810,245	788,967	833,589	44,622	5.66%
Capital	2,422,638	6,211,033	11,513,362	5,302,329	85.37%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	3,232,883	7,000,000	12,346,951	5,346,951	76.39%

WATER AND WASTEWATER CONSOLIDATED DEBT SERVICE FUND

Used to account for principal and interest payments resulting from the issue of revenue bonds and debt financing.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Bond Proceeds		-	-	-	0.00%
Transfer	-	4,209,000	4,924,000	715,000	16.99%
Use of Fund Balance	-	1,000,000	-	(1,000,000)	0.00%
Total	-	5,209,000	4,924,000	715,000	13.73%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	4,728,137	5,209,000	4,924,000	(285,000)	-5.47%
Contributions and Transfers	(4,042,951)	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	685,186	5,209,000	4,924,000	(285,000)	-5.47%

WEST ORMOND REUSE IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of West Ormond irrigation facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	8,686	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	8,686	-	-	-	0.00%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	9,950	-	-	-	0.00%
Capital	69,964	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	79,914	-	-	-	0.00%

WATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	595,743	700,000	700,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	2,072,500	-	(2,072,500)	0.00%
Total	595,743	2,772,500	700,000	(2,072,500)	-74.75%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	2,572,500	-	(2,572,500)	-100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	200,000	700,000	500,000	0.00%
Total	-	2,772,500	700,000	(2,072,500)	-74.75%

WASTEWATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	617,943	675,000	675,000	-	0.00%
Bond Issue	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	617,943	675,000	675,000	-	0.00%

Expenditures:

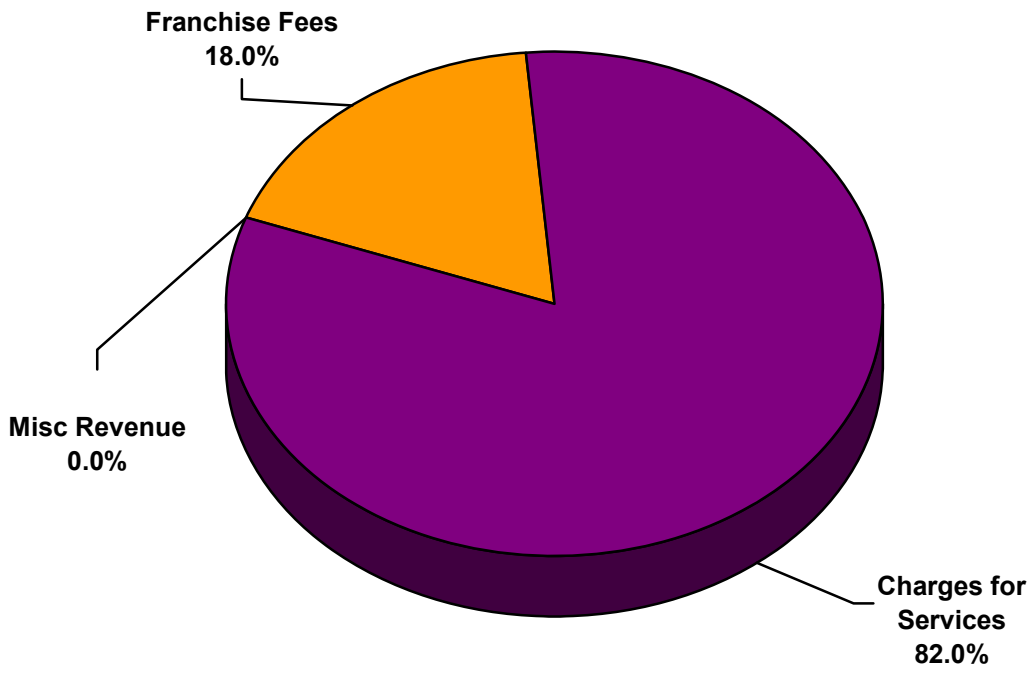
	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	675,000	675,000	-	0.00%
Total	-	675,000	675,000	-	0.00%


CITY OF ORMOND BEACH
FLORIDA

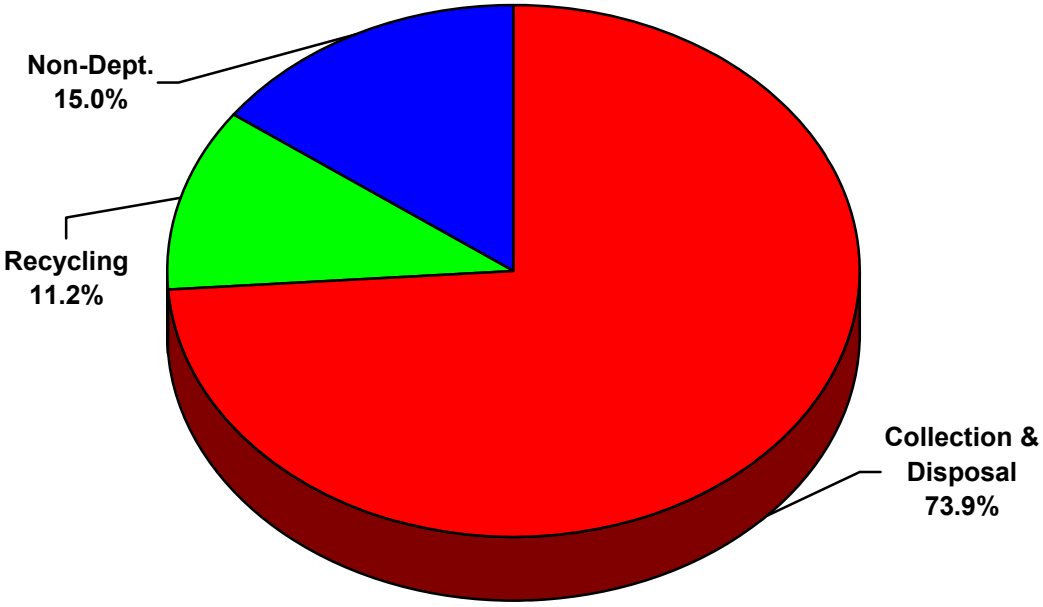
SOLID WASTE FUND SUMMARY

Description	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Revenues					
Franchise Fees	2,325,319	2,394,500	1,864,304	(530,196)	-22.14%
Intergovernmental	-	-	-	-	0.00%
Other Charges for Services	8,770,282	10,890,000	11,542,000	652,000	5.99%
Misc. Revenue	(26,362)	1,000	1,000	-	0.00%
Transfers In	-	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total Net Revenues	**11,069,239**	**13,285,500**	**13,407,304**	**121,804**	**0.92%**
Expenditures					
Collection & Disposal	11,230,912	9,816,266	8,796,648	(1,019,618)	-10.39%
Recycling	1,298,152	1,482,796	1,309,300	(173,496)	-11.70%
Non-Departmental	1,343,962	1,986,438	3,301,356	1,314,918	66.19%
Total Net Expenditures	**13,873,026**	**13,285,500**	**13,407,304**	**121,804**	**0.92%**

SOLID WASTE FUND REVENUES



SOLID WASTE FUND EXPENDITURES



SOLID WASTE COLLECTION AND DISPOSAL

Through an exclusive franchise with a private contractor, the Collection and Disposal program provides for curbside collection of Class I residential solid waste twice per week and yard once per week. The contractor also collects solid waste from all commercial businesses a minimum of three (3) days per week to a maximum of six (6) days per week.

The contractor disposes of all Class I solid waste at the Volusia County solid waste facility. Residential customers pay a monthly fee to cover the costs of collection and disposal. Commercial customers are presently charged per cubic yard of solid waste disposed in two, four, six and eight cubic yard containers.

Approximately 28,000 tons of solid waste consisting of residential (15,000 tons) and commercial (13,000 tons) is collected annually (excludes 8,300 tons of yard waste).

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Solid Waste	11,230,912	9,816,266	8,796,648	(1,019,618)	-10.39%
Total	11,230,912	9,816,266	8,796,648	(1,019,618)	-10.39%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	144,695	255,821	306,828	51,007	19.94%
Operating	11,086,217	9,525,445	8,489,820	(1,035,625)	-10.87%
Capital	-	35,000	-	(35,000)	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	11,230,912	9,816,266	8,796,648	(1,019,618)	-10.39%

Staffing Summary:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Full-time Positions:					
Public Works Operations Mgr.	0.00	1.00	1.00	0.00	0.00%
Total	**0.00**	**1.00**	**1.00**	**0.00**	**0.00%**

GOALS:

Collection and Disposal:

- Complete 100% of daily residential and commercial collections no later than 7:00 p.m. each day.
- Achieve an on-time daily collection rate of at least 95% (collections time variance of no more than four (4) hours from original time).

Recycling:

- Achieve a monthly participation rate for residential customers of 90%.
- Divert a total of 30% from all solid waste (includes C/D, yard waste tires, etc.) generated within the City from being disposed at a certified Class I Landfill (includes commercial recycling).
- Maintain the number of recyclables collected per residential unit at an average of five (5) pounds.

PERFORMANCE MEASURES:

	Actual FY 2022-23	Estimate FY 2023-24	Estimate FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Workload:					
Residential collections	17,650	17,971	18,000	29	0.16%
Commercial collections	550	519	522	3	0.58%
Recycling customers	18,125	18,592	18,625	33	0.18%
Efficiency/Effectiveness:					
Inquiries-Residential collections monthly average	73	35	40	5	14.29%
Inquiries-Commercial collections monthly average	17	5	8	3	60.00%

ACCOMPLISHMENTS:

Collection & Disposal:

- Completed 100% of solid waste collections on time (residential/commercial)
- Achieved a 100% on-time daily collection rate.
- Received compliments for excellence in service provided

Recycling:

- Achieved a monthly participation rate of 90%.
- Achieved a diversion rate of 30% (elimination of glass 5/19)
- Maintained 12 recyclable items collected curbside.
- Maintained a 100% compliance with daily recycling bin delivery.
- Maintained an average 5 pounds per household of recyclables collected curbside.
- Successfully promoted recycling program changes, elimination of glass from recycling collection to the community

SOLID WASTE RECYCLING

The Recycling program provides curbside collection of fourteen (14) different recyclable products for all residential customers on a once per week basis through a private contractor. The program was initiated on a citywide basis on July 1, 1991 in order to meet the requirements of the 1988 Solid Waste Management Act, which requires cities and counties in the State of Florida to reduce the amount of solid waste disposed at landfills by 30%.

Approximately 3,500 tons of recyclable materials are collected annually. Residential customers pay a monthly fee to cover the costs of recycling.

In addition, the program provides educational classes and materials through publications, trade shows and in-school presentations.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Solid Waste	1,298,152	1,482,796	1,309,300	(173,496)	-11.70%
Total	1,298,152	1,482,796	1,309,300	(173,496)	-11.70%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	1,298,152	1,482,796	1,309,300	(173,496)	-11.70%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,298,152	1,482,796	1,309,300	(173,496)	-11.70%

SOLID WASTE TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Solid Waste	1,343,962	1,986,438	3,301,356	1,314,918	66.19%
Total	1,343,962	1,986,438	3,301,356	1,314,918	66.19%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Debt Service	-	-	-	-	0.00%
Contributions and Transfers	1,343,962	1,709,480	1,720,868	11,388	0.67%
Contingency	-	276,958	1,580,488	1,303,530	0.00%
Total	1,343,962	1,986,438	3,301,356	1,314,918	66.19%


CITY OF ORMOND BEACH
FLORIDA

WORKERS COMPENSATION FUND

This fund is used to account for expenditures associated with providing workers compensation coverage to employees.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Internal Service Charges	781,612	781,612	826,612	45,000	5.76%
Miscellaneous	12,181	25,000	25,000	-	0.00%
Use of Fund Balance	-	-	1,000,000	1,000,000	0.00%
Total	793,793	806,612	1,851,612	1,045,000	129.55%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	736,507	732,500	777,500	45,000	6.14%
Capital	-	-	-	-	0.00%
Contributions and Transfers	74,112	74,112	1,074,112	1,000,000	1349.31%
Total	810,619	806,612	1,851,612	1,045,000	129.55%

GENERAL LIABILITY INSURANCE FUND

This fund is used to account for expenditures associated with providing general liability coverage to employees.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Internal Service Charges	1,460,253	2,455,253	2,905,253	450,000	18.33%
Miscellaneous	95,288	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,555,541	2,455,253	2,905,253	450,000	18.33%

Expenditures:

	Actual FY 2022-23	Estimate FY 2023-24	Budget FY 2024-25	Change FY 2023-24 to FY 2024-25	% Change FY 2023-24 to FY 2024-25
Personnel Services	-	-	-	-	0.00%
Operating	1,851,749	2,417,400	2,867,400	450,000	18.62%
Capital	-	-	-	-	0.00%
Contributions and Transfers	166,544	37,853	37,853	-	0.00%
Total	2,018,293	2,455,253	2,905,253	450,000	18.33%

CAPITAL IMPROVEMENTS
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CAPITAL IMPROVEMENTS

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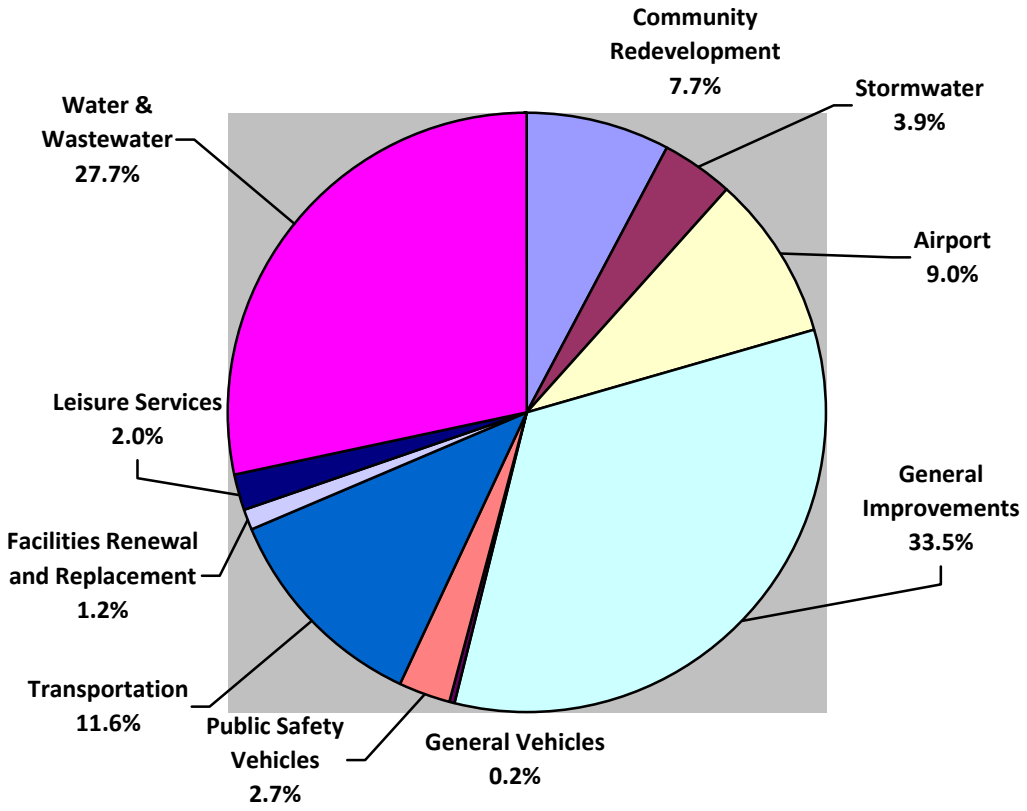
Overview

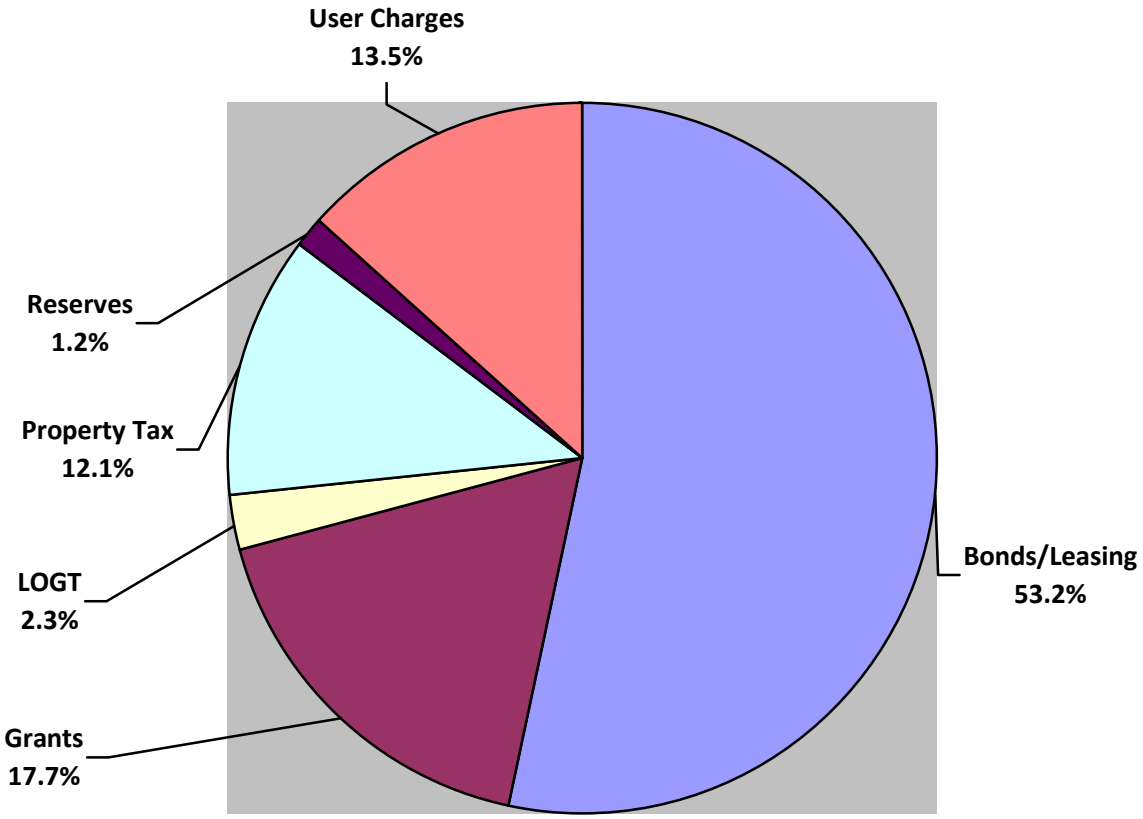
The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year.

Expenditures



Category	Total
Community Redevelopment	$12,362,989
Stormwater	6,305,000
Airport	14,472,952
General Improvements	54,044,000
General Vehicles	272,000
Public Safety Vehicles	4,433,000
Transportation	18,789,795
Facilities Renewal and Replacement	1,879,000
Leisure Services	3,300,000
Water & Wastewater	45,546,512
TOTAL	$161,405,248

Revenues



Category	Total
Bonds/Leasing	$85,863,642
Grants	28,573,844
Local Options Gas Tax	3,750,000
Property Tax	19,505,972
Reserves	1,987,790
User Charges	21,724,000
TOTAL	$161,405,248

FY 2024-25 CIP Projects

Fund 104-Community Redevelopment

Downtown improvements are funded through property tax revenue which is expendable only within the downtown area. For FY 2024-25 the primary Public Art initiative ($100,000) and the annual allocation to Upgrades and Improvements ($120,000).

Fund 107-Stormwater Drainage Improvements

FY 2024-25 projects the continuation of the Stormwater Piping Replacement project ($250,000), Stormwater Construction ($950,000) and Vehicle Replacements ($305,000).

Fund 108-Airport Fund

There are no Airport projects planned for FY 2024-25.

Fund 301-General Improvement Fund

Projects included for FY 2024-25 are Military Boulevard Sidewalks partially funded by CDBG funds ($274,000), Engineering Renovation ($250,000), Fleet Canopy Improvements ($700,000), Police Station/EOC Design ($2,900,000) and Data Center Infrastructure ($800,000).

Fund 302-General Vehicle and Equipment Replacement

The FY 2024-25 plan includes the replacement of two Public Works vehicles, three Leisure Service vehicles, and two Engineering Vehicles ($272,000).

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2024-25 plan includes the replacement of six Patrol Vehicles and three Special Unit vehicles ($533,000).

Fund 308-Transportation

Transportation projects include Neighborhood Traffic Calming ($50,000), Railroad Crossings ($200,000), Road Rehabilitation ($750,000), Sidewalk Repairs & Replacements ($112,000). Also proposed is the annual allocation for Street Light and Traffic Signal Maintenance ($105,000).

Fund 317-Facility Renewal and Replacement

For FY 2024-25, projects include Central Park 3 Overlook ($36,000), Fire Station 91 Playground Equipment Replacement ($185,000), Fire Station bay floor and concrete ($60,000), Fire Station 93 HVAC ($40,000), Nova Magic Forest Playground Repairs ($25,000), Nova Skate Park Hand

Rails ($25,000), Sanchez Fishing Pier Refurbishment ($170,000) and Shell Parking Lot Refurbishment ($51,000). ***Projects below the CIP threshold will be included as part of the annual operating budget.***

Fund 322-Leisure Service Capital

The funding provided for FY 2024-25 will be utilized to reconstruct OBSC Softball Fields, replace shade structure and fencing ($800,000) and technical engineering for Nova Field #1 ($100,000).

408-Water & Wastewater Vehicle and Equipment Replacement

The FY 2024-25 plan includes the replacement of three large trucks. ($850,000).

Fund 409-Water and Wastewater System Improvements

Annual recurring projects totaling $3.6 million include Fire Hydrant & Valve Expansion Program, General Facility and System Upgrades, Lift Station Rehabilitation, Manhole Rehabilitation Program Meter Installation, PEP Tank Replacement and Sanitary Sewer Inflow Infiltration. Non-recurring projects totaling $7.9 million include design for several projects: Halifax River Utility Crossing, Water Main Replacement, RWM Extension Reuse Reservoir, and WRF Filter Modifications.

Operating Expenditures

During the capital improvement process, additional staffing requirements and ongoing operating expenses are identified for inclusion in the appropriate department's operating budget. No significant increases in operating revenue or expenditures are anticipated as a result of capital projects. Below is a matrix, by fund, detailing the additional annual operating expenditures anticipated if the identified capital projects were not funded.

Category	Total
Community Redevelopment	$250,000
Stormwater	350,000
Airport	200,000
Economic Development	50,000
General Improvements	250,000
General Vehicles	0
Transportation	300,000
Facilities Renewal and Replacement	50,000
Water & Wastewater	500,000
Solid Waste	15,000

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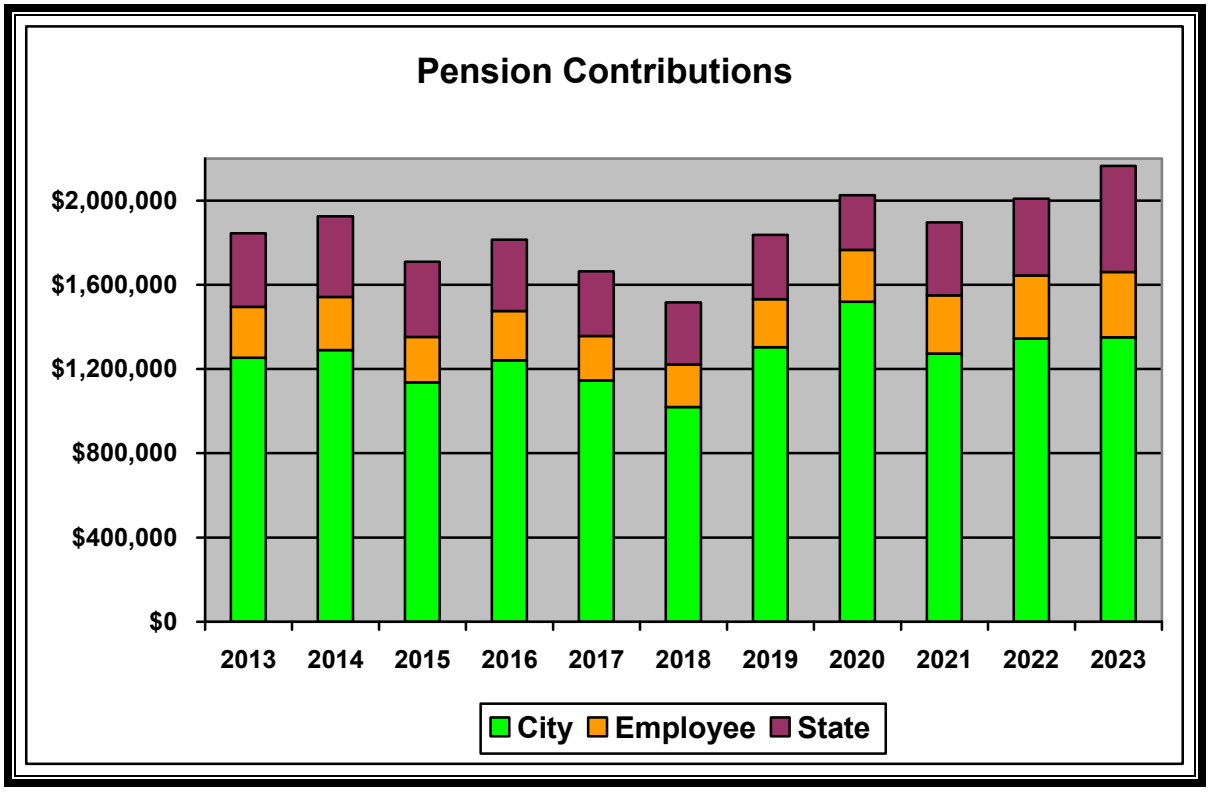
CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2023
(In Thousands)

Revenues by Source

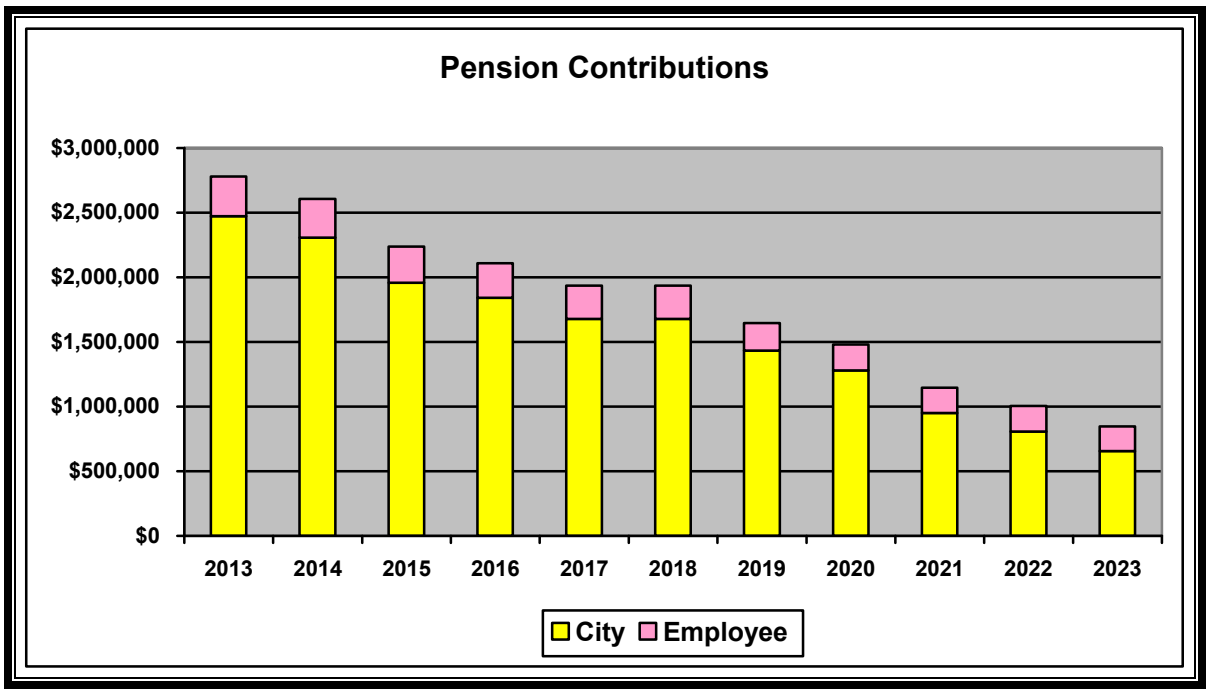
Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Other	Total
2014	252	1,290	383	2,473	-	4,398
2015	216	1,136	358	(399)	-	1,311
2016	235	1,241	338	2,036		3,850
2017	212	1,145	306	3,046	-	4,709
2018	203	1,019	295	3,046	-	4,563
2019	228	1,303	306	921	-	2,758
2020	246	1,520	259	2,423	-	4,448
2021	277	1,273	346	6,283		8,179
2022	300	1,344	365	(5,787)	-	(3,778)
2023	310	1,350	505	(4,165)		(2,000)



CITY OF ORMOND BEACH, FLORIDA
GENERAL EMPLOYEES PENSION
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2023
(In Thousands)

Revenues by Source

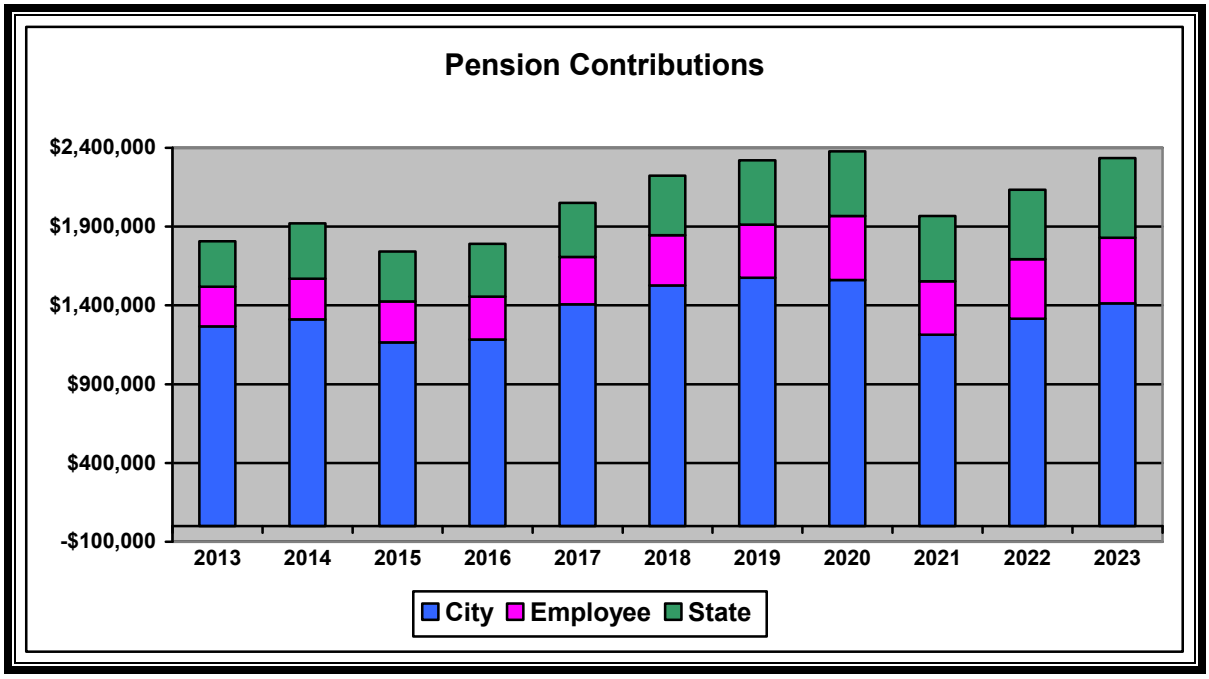
Fiscal Year Ended	Employee Contributions	Employer Contributions	Investment Income	Total
2014	298	2,308	4,408	7,014
2015	280	1,958	(584)	1,654
2016	268	1,842	3,480	5,590
2017	258	1,677	5,035	6,970
2018	258	1,677	5,035	6,970
2019	212	1,433	1,501	3,146
2020	201	1,280	3,775	5,256
2021	195	950	10,348	11,493
2022	198	807	(9,294)	(8,289)
2023	189	657	(6,562)	(5,716)



CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2023
(In Thousands)

Revenues by Source

Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Total
2014	258	1,312	351	3,049	4,970
2015	260	1,166	315	(472)	1,269
2016	272	1,184	334	2,355	4,145
2017	302	1,406	343	5,432	7,483
2018	318	1,527	379	3,475	5,699
2019	338	1,575	407	978	3,298
2020	406	1,561	411	2,849	5,227
2021	340	1,213	415	7,218	9,186
2022	378	1,316	440	(6,706)	(4,572)
2023	416	1,413	507	(4,846)	(2,510)



SCHEDULE 24
CITY OF ORMOND BEACH, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2023

Fiscal Year	Population[1]	Personal Income *(In thousands)*	Per Capita Personal Income[2]	Median Age[3]	Unemployment Rate[4]
2013	38,557	1,336,424	34,661	46.1	5.50%
2014	39,455	1,376,980	34,900	46.3	5.00%
2015	40,013	1,447,230	36,169	46.6	5.00%
2016	40,366	1,541,860	38,197	46.6	5.20%
2017	40,722	1,591,660	39,086	47.0	3.70%
2018	42,816	1,427,314	33,336	51.0	3.20%
2019	43,475	1,503,322	34,579	51.5	3.20%
2020	43,759	1,523,645	34,819	50.8	5.90%
2021	43,159	1,502,753	34,819	50.2	4.30%
2022	43,517	1,665,874	38,281	52.5	2.80%
2023	44,052	1,889,787	42,899	51.5	3.07%

Sources: (1) Bureau of Economic and Business Research, University of Florida

(2) United States Department of Commerce, Bureau of Economic Analysis, Deltona-Daytona Beach-Ormond Beach Metropolitan Statistical Area

(3) Volusia County, Florida

(4) Bureau of Labor Statistics

Source: City of Ormond Beach Finance Department

SCHEDULE 25
CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2023

Fiscal Year 2023			Fiscal Year 2014		
Employer	**Number of Employees**	**Percent of Total Employment**	**Employer**	**Number of Employees**	**Percent of Total Employment**
Volusia County School Board	8,082	3.14	Board	7,503	2.88
Adventhealth System	7,675	2.98	Halifax Community Health	4,709	1.81
Halifax Community Health	3,999	1.55	County of Volusia	3,341	1.28
Publix Supermarkets, Inc.	3,719	1.44	Divisions	3,256	1.25
Walmart Associates, Inc.	3,468	1.35	Incorporated	3,029	1.16
State of Florida	3,005	1.17	Walmart	2,275	0.87
County of Volusia	2,566	1.00	State of Florida	2,112	0.81
Amazon	1,700	0.66	Daytona State College	1,568	0.60
Embry Riddle Aeronautical University	1,661	0.64	Embry Riddle Aeronautical University	1,423	0.55
Daytona State College	1,464	0.57	U.S Government	1,270	0.49
Total	**37,339**	**14.50**	**Total**	**30,486**	**11.70**
Estimated total workforce	257,682		Estimated total workforce	260,246	

Note: No statistics are kept on primary employers within the City of Ormond Beach, Florida
2022 information is not available

Sources: County of Volusia, Department of Economic Development (Latest Available Data)
Labor Market Statistics, Florida Research and Economic Database

SCHEDULE 27
CITY OF ORMOND BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Police											
Number of traffic citations issued	7,294	6,750	6,669	7,626	8,906	9,281	6,803	7,551	8,237	7,509	9,814
Number of offense reports	6,114	6,550	6,448	5,923	6,713	6,568	8,834	7,326	7,501	7,064	7,025
Number of calls for service	71,583	70,200	70,124	75,266	54,949	65,390	83,083	83,098	87,867	93,102	84,485
Fire											
Emergency fire responses	3,534	3,586	3,299	3,065	2,790	3,045	5,600	2,120	2,025	2,120	2,090
Emergency rescue responses (ALS/BLS)	4,637	4,533	4,435	4,119	4,411	4,796	6,800	5,300	5,424	5,227	4,577
Education classroom presentations	84	33	31	5	50	64	86	98	75	47	61
Education (not included in reporting entity)											
Kindergarten-Grade 5 students	3,250	3,209	2,995	2,980	2,940	2,892	2,931	2,899	2,899	2,857	2,857
Grades 6-8 students	1,600	1,580	1,265	1,260	1,054	1,006	1,048	1,022	1,022	1,108	1,108
Airport	-	-	-								
Fixed based operator	13	11	14	13	13	12	11	10	10	10	10
Flight School	4	3	3	3	3	2	2	5	2	3	2
Based aircraft	150	145	144	140	142	175	163	140	180	177	169
Total 12 hour, operations	109,649	96,487	105,143	112,677	100,877	100,173	116,165	109,000	108,689	118,929	124,769
Water treatment plants											
Jefferson Street Plant:											
Design capacity	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD
Current production rate	5.5	5.59 MGD	5.54 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.73 MGD	5.29 MGD	5.27 MGD
Number of water utility connections	24,946	24,400	23,923	23,638	23,465	22,793	21,905	21,905	21,661	21,444	21,248
Solid waste system											
Number of solid waste disposal customers	17,917	17,650	17,617	17,214	17,501	17,284	17,066	16,868	16,672	16,457	16,333
Number of active participating recycling program (units)	17,070	16,900	16,834	16,704	16,667	17,017	16,302	16,105	17,321	17,126	16,998
Water pollution control plants											
Orchard Street Plant:											
Design capacity	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD
Current treatment rate	5.3	4.39 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.94 MGD	4.57 MGD	4.67 MGD

GLOSSARY

Accounting Basis- Method used to determine when revenues and expenses (with associated assets and liabilities) are recognized in the accounts of a firm, and reported in its financial statements. In accrual basis accounting, for example, revenues are recognized when earned and expenses are recognized when incurred, whether or not any cash is received or paid. In cash basis accounting, however, revenues and expenses are recognized only when cash is received or paid, irrespective of the timing of actual sales or purchases.

Accrual- A basis of accounting in which revenues are recognized when they are measurable and earned and expenditures are recorded when incurred.

ACFR- (annual comprehensive financial report) a standard accounting requirement followed by local and state governments to show how tax money is spent. The report serves several purposes which also help explain various aspects of government activity for taxpayers.

Appropriation- Authorization by the City Commission that allows expenditures to be made on behalf of the City against governmental resources.

Audit- An examination of internal controls and financial statements.

Balance Sheet- A statement which presents the financial position of an entity as of a specified date.

Budget- A financial plan or proposed revenues and expenditures for a specified period of time (usually one year).

Budgetary Accounting- Used by governments where a formal budget is adopted through an extensive approval process as an expression of public policy. The budget is a statement of financial intent indicating how the government plans to raise revenue and expend its resources.

Budget Calendar- The schedule of key dates or milestones, which the City follows in the preparation and adoption of the budgets.

Budget Deficit- A budget in which expenditures exceed the projected funds available.
Capital Expenditures- Expenditures for items which exceed $25,000 in value and have a useful life of 1 year or more.

Capital Projects- Have long range returns, useful life spans, are relatively expensive, and have physical presence such as buildings, roads, sewage systems, water systems, etc.

CIP- (capital improvement project) New or continued and approved capital projects for the maintenance or improvement of city assets.

Committed- Fund balance classification that can only be used for a specific purpose pursuant to constraints imposed by formal action of the government's highest level of decision making authority.

Debt Service- The City's obligation to pay principal and interest according to a predetermined schedule.

Debt Service Fund- The funds created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Department- A major organizational unit that indicates management responsibility for a group of related operations.

DEP- (Florida Department of Environmental Protection) Florida agency devoted to environmental management and stewardship. Florida's environmental priorities include achieving regulatory certainty, consistency and protection, and achieving the highest water quality.

Depreciation- The periodic expiration of an asset's useful life. Depreciation is a requirement in proprietary-type funds, such as enterprise and internal service funds. It is not used in any other fund. Depreciation is a non-cash expense and while it is recorded in the annual financial statements, it is not budgeted.

Encumbrances- Commitments against an appropriation.

EPA- (Environmental Protection Agency) an independent federal agency, created in 1970, that sets and enforces rules and standards that protect the environment and control pollution.

Enterprise Fund- The funds established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Estimated Revenues- Projections of funds to be received during the fiscal year.

FAA- (Federal Aviation Administration) is a component of the U.S. Department of Transportation that sets standards for the air-worthiness of all civilian aircraft, inspects and licenses them and regulates civilian and military air traffic control centers.

FDOT- (Florida Department of Transportation) a decentralized agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida.

Franchise Fees- Fees levied on a corporation in return for granting privilege, sanctioning a monopoly, or permitting the use of public property, usually subject to regulation.

Fund Balance- The amount by which assets exceed liabilities.

GIS- (geographic information system) allows the city's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer application.

Impact Fees- A connection's contribution toward its equitable share of the cost of capital improvements required to serve new customers.

Interfund Transfers- Amounts transferred from one fund to another.

Intergovernmental Revenues- Revenues received from another government.

Internal Service Funds- The funds established for the financing of goods or services provided by one department to other departments within the City on a cost reimbursement basis. Examples are the Data Processing Fund and the Insurance Fund.

LAN- (local area network) a computer network covering a small local area, such as a home or office.

Levy- Imposed taxes, special assessments, or service charges.

MGD- (million gallons per day) a measurement standard for city owned water treatment pumps.

Modified Accrual Method- Method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the associated liability is incurred. Most government accounting follows this method.

NPDES- (national pollution discharge elimination system) a national program under Section 402 of the Clean Water Act for regulation of discharges of pollutants from point sources to waters of the United States. Discharges are illegal unless authorized by an NPDES permit.

OBPAC- (Ormond Beach Performing Arts Center) consists of an auditorium, rehearsal room, studio and music rooms for city sponsored groups, professional theater and musical productions.

Operating Expenditures- Ongoing expenditures that are not wages, benefits or capital in nature.

Ordinance- A formal legislative enactment by the governing board of a municipality.

Personal Property- Livestock, commercial equipment and furnishings, attachments to mobile homes, railroad cars, and similar possessions that are taxable under State law.

Real Property- Land and the buildings and other structures attached to it that are taxable under state law.

Reserved- Indicates that a portion of fund balance is restricted for a specific purpose.

Roll back tax rate- The tax rate that generates the same amount of revenue as the prior year exclusive of gains from new construction.

SOH- (save our homes) an amendment to the Florida Constitution that mandates that the assessed value of your Homestead property can increase by no more that 3% above last years assessed value (or the consumer price index, whichever is less).

Special Revenue Fund- Account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

State Revenue Sharing- Allocations to municipalities from a trust fund primarily supported by State cigarette and motor fuel taxes.

Taxable Value- Assessed value of property minus any exceptions, which may be applicable.

Tax Base- The total property valuations on which each taxing agency levies its tax rates.

Tentative Millage- The tax rate adopted at the first public hearing of a taxing agency. Under State law, the agency may reduce, but not increase, the tentative millage during the second budget hearing.

Truth in Millage- State law establishing mandatory procedures, including advertising requirements and the holding of public hearings, for adoption of budgets and tax rates.

Unassigned- Fund balance classification that has not been assigned to other fund balance classifications.

Utility Tax- Municipal charges levied by the City in each and every purchase of a public service within the corporate limits of the City. Public service is electricity, gas, fuel oil, water, and telephone service.

WAN- (wide area network) a large, integrated computer network with multiple access points and users. An example would be the World Wide Web.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-25

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; 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.

Ordinance is required to comply with Florida Statute regarding annual adoption of budgets.

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

    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

    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

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

    Not applicable

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.)

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

September 4, 2024	**7:00 p.m.**	**Commission Chambers**

Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis, and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Shawn Finley, 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. PRESENTATIONS AND PROCLAMATIONS

A. Introduction of Principal

5. ADOPTION OF FISCAL YEAR 2024-2025 PROPOSED MILLAGE RATES AND TENTATIVE BUDGET

A. **RESOLUTION NO. 2024-130**: A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2024-2025 FISCAL YEAR; ESTABLISHING A DATE TIME AND PLACE FOR A PUBLIC HEARING TO ADOPT FINAL MILLAGE RATES AND FINAL BUDGET; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-25:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

7. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - August 20, 2024

8. 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. 2024-135**: A RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT BETWEEN THE CITY AND THE ORMOND MEMORIAL ART MUSEUM, INC.; AUTHORIZING THE EXPENDITURE OF FUNDING; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-136**: A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE

EXPENDITURE OF FUNDING; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-137:** A RESOLUTION ACCEPTING A PROPOSAL FROM CATHEDRAL CORPORATION TO PROVIDE UTILITY BILLING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chris Byle, Assistant Finance Director, (386) 676-3206*

D. **RESOLUTION NO. 2024-138:** A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR DIRECTIONAL DRILLING SERVICES FROM MID FLORIDA DIRECTIONAL DRILLING, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-139:** A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING TRAFFIC SIGNAL (MAST ARM) MAINTENANCE AT THREE INTERSECTIONS; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-140:** A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR TAXIWAY BRAVO APRON AND RAMP REHABILITATION DESIGN AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-141:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR TAXIWAY BRAVO APRON AND RAMP REHABILITATION DESIGN AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-142:** A RESOLUTION ACCEPTING A PROPOSAL FROM HOYLE TANNER & ASSOCIATES, INC., TO PROVIDE ENGINEERING DESIGN SERVICES REGARDING THE TAXIWAY BRAVO APRON AND RAMP REHABILITATION DESIGN AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-143:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2024-144:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **Auto Renewal - Yellowstone Landscape Grounds Maintenance Agreement**

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

Disposition: Approve as recommended in the City Manager staff report dated September 4, 2024.

L. **Riverside Drive, Road Closures Fiscal Year 2024-2025**

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

Disposition: Approve as recommended in the City Manager staff report dated September 4, 2024.

M. **CDBG Applications for Excess Funding and New Funding Opportunity**

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

Disposition: Approve as recommended in the City Manager staff report dated September 4, 2024.

N. **Capital Improvement Plan Fiscal Years 2025 through 2029**

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

Disposition: Approve as recommended in the City Manager staff report dated September 4, 2024.

9. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-24:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF THE SECOND AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS”; AUTHORIZING AN AMENDMENT TO THE NEIGHBORHOOD COMMERCIAL LIST OF USES TO ALLOW WAREHOUSE, INDOOR MINI-RENTAL AS A PERMITTED USE UNDER CERTAIN CONDITIONS; AUTHORIZING A SITE DEVELOPMENT PLAN FOR THE NEIGHBORHOOD COMMERCIAL PARCEL LOCATED AT 1730 PLANTATION OAKS BOULEVARD; AND SETTING FORTH

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

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2024-145:** A RESOLUTION DECLARING THE RESULTS OF THE PRIMARY MUNICIPAL ELECTION CONDUCTED IN THE CITY OF ORMOND BEACH, FLORIDA, ON TUESDAY, AUGUST 20, 2024; AUTHORIZING THE ISSUANCE OF A CERTIFICATE; SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Evangelist John Jeyaseelan, Bethel Ministries, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Introduction of Principal

Mayor Partington introduced Pathways Elementary School Principal Kevin Berry.

Principal Berry thanked the Commission for their time and discussed some initiatives he started at Pathways Elementary.

Mayor Partington discussed schools within the city and the City Commissioners and staff involvement with the schools.

Item #5 – Adoption of Fiscal Year 2024-2025 Proposed Millage Rates and Tentative Budget

Mayor Partington opened the Public Hearings.

Item #5A – Proposed Millage Rates for 2024-2025 Fiscal Year

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-130

A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2024-2025 FISCAL YEAR; ESTABLISHING A DATE TIME AND PLACE FOR A PUBLIC HEARING TO ADOPT FINAL MILLAGE RATES AND FINAL BUDGET; AND SETTING FORTH AN EFFECTIVE DATE.

Mayor Partington stated per Florida Statute, he was required to state the proposed millage rate for the City of Ormond Beach necessary to fund the Fiscal Year (FY) 2024-2025 budget was 4.0960 mills, noting the rate was 12.82 percent above the rolled back rate of 3.6305 mills and the tentative debt service millage rate was 0.065 for the 2010 General Obligation Bond Sinking Fund.

Mayor Partington stated it was a public hearing and inquired if there were any members of the public who wished to speak or ask questions prior to adoption of the tentative millage rate and budget.

Mr. Joe Hannoush, 87 Carriage Creek Way, stated there was always room to lower property taxes, and discussed the areas costs could be reduced. He expressed concerns regarding the State Parks budgeting by the state.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-130, as read by title only.

Mayor Partington stated the tentative operating millage of 4.0960 mills was 12.82 percent above the rolled back millage rate and the resolution included adoption of the tentative debt service millage rate of 0.065 for the 2010 General Obligation Bond Sinking Fund.

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

Mayor Partington announced the operating millage rate was set at 4.0960 mills, which was 12.82 percent above the rolled back millage rate of 3.6305 mills.

Item #5B – Adoption of Annual Budget for the 2024-2025 Fiscal Year

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-25

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2024-2025 FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2024-25, on first reading, as read by title only.

Mayor Partington requested for the City Clerk to call the vote to adopt the budget of $131,976,868.

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

Mayor Partington closed the Public Hearings.

Item #6 – Audience Remarks

Mr. Ron Morrison, 20 Timberlake Lane, expressed concerns regarding drainage of a lake in his neighborhood. He provided the Commission with photographs of the areas of concern, noting the efforts previously made by staff. He indicated neighbors in the area were completing a project to improve the drainage for $24,000 and requested the city commit $5,000 to assist.

Ms. Jennifer Bright, 221 Arlington Way, discussed Agenda 21 and expressed concerns regarding it and the city's 2045 Comprehensive Plan update. She discussed what Agenda 21 meant for local levels.

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, stated she was speaking on behalf of Dream Green Volusia and expressed concerns regarding the proposed one and a half miles of paving within Tomoka State Park by the Florida Department of Environmental Protection (FDEP). She stated the project was approved 12 years ago and reviewed the opposition reasons.

Ms. Elaine Davis, 76 Melrose Avenue, voiced concerns regarding code enforcement and requested the Commission approve hiring more Code Enforcement Officers. She expressed concerns regarding the appearance of her neighborhood.

Mr. Russell Benett, 880 Old Mill Run, voiced concerns on the budget regarding the garbage pick-up schedule and suggested reducing the pick-up schedule to once a week.

Ms. Elizabeth Bonds, 231 Warwick Avenue, stated she was representing Dream Green Volusia and supported Mr. Benett's suggestion of once a week garbage pick-up. She noted the number of citizens supporting Florida's green spaces and encouraged the Commission to purchase Ford Marsh property through the Volusia Forever program, noting the family wanted to sell the property for land preservation.

Mr. James R. Smith, 55 Coral Road, Ormond-by-the-Sea 32176, requested the Commission to stand with the Tomoka State Park and not pave the dirt roadway within.

Ms. Ariel Kavanagh, 1511 Decatur Avenue, Holly Hill 32117, discussed the advantages and pastimes of dirt roadways and requested the Commission oppose the paving within Tomoka State Park.

Ms. Catherine Pante, exempt address, requested the Commission oppose the paving of Tomoka State Park. She reviewed disadvantages of paving the roadway and the impact wildlife had on society.

Mr. Arthur Armstrong, 77 Emerald Oaks Lane, discussed the potential paving of Tomoka State Park and noted the traffic issues and wildlife concerns. He discussed the dormant Riverbend Golf Course and need for a golf course.

Ms. Donna Craig, 23 Rivershore Drive, Ormond-by-the-Sea 32176, opposed the FDEP paving proposal, and requested the city stand in opposition of the paving.

Item #7 – Approval of Minutes

Mayor Partington advised the minutes from the August 20, 2024, meeting had been 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 Briley, for approval of the August 20, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #8 – 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 Items 8B, 8C, and 8K be pulled from the Consent Agenda.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of the Consent Agenda, absent Items 8B, 8C, and 8K.

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

Item #8B – Team Volusia Service Contract

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-136

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND TEAM VOLUSIA ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE EXPENDITURE OF FUNDING; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Bright expressed concerns regarding the cost and value of the service contract and requested the Commission encourage staff to complete a cost analysis for the past 13 years of prior agreements.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-136, 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 - RFP Award – Utility Billing Mailer Services

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-137

A RESOLUTION ACCEPTING A PROPOSAL FROM CATHEDRAL CORPORATION TO PROVIDE UTILITY BILLING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-137, as read by title only.

Commissioner Sargent inquired if there was an option for paperless billing; whereby, Ms. Joyce Shanahan, City Manager, indicated there was an option already in place for paperless billing.

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

Item #8K – Auto Renewal – Yellowstone Landscape Grounds Maintenance Agreement

Ms. Bright expressed concerns regarding the cost and value of the service contract and requested the Commission encourage staff to provide the documentation from 2019 through 2023 before a decision was made, and requested a cost analysis for the agreement.

Commissioner Persis moved, seconded by Commissioner Tolland, to approve Item 8K.

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

Comments on the Consent Agenda

Commissioner Persis inquired if she could receive a physical copy of the Capital Improvement plan from Item 8N titled Capital Improvement Plan Fiscal Years 2025-2029; whereby, Ms. Shanahan stated staff would provide.

Commissioner Tolland stated there was updated documentation with the price breakdown provided to the Commission regarding Item 8K and requested staff make the documentation available to Ms. Bright.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Plantation Oaks, Neighborhood Commercial, PRD Amendment

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-24

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF THE SECOND AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO THE NEIGHBORHOOD COMMERCIAL LIST OF USES TO ALLOW WAREHOUSE, INDOOR MINI-RENTAL AS A PERMITTED USE UNDER CERTAIN CONDITIONS; AUTHORIZING A SITE DEVELOPMENT PLAN FOR THE NEIGHBORHOOD COMMERCIAL PARCEL LOCATED AT 1730 PLANTATION OAKS BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, to approve Ordinance No. 2024-24, on second reading, as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #10 – Resolutions

Item #10A – Certification of Primary Election Results - Zone 3

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-145

A RESOLUTION DECLARING THE RESULTS OF THE PRIMARY MUNICIPAL ELECTION CONDUCTED IN THE CITY OF ORMOND BEACH, FLORIDA, ON TUESDAY, AUGUST 20, 2024; AUTHORIZING THE ISSUANCE OF A CERTIFICATE; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent moved, seconded by Commissioner Briley, to approve Resolution No. 2024-145, as read by title only.

The entire Commission congratulated Ms. Kristin Deaton on her Commissioner for Zone 3 election win.

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

Item #11 – Reports, Suggestions, Requests

Events, Updates, Congratulations, and Requests

Ms. Shanahan reviewed upcoming meetings, provided updates on city projects, and discussed upcoming events. She congratulated Ms. Deaton on her election on behalf of city staff.

Commissioner Tolland requested Assistant City Manager Shawn Finley reach out to Mr. Morrison and assist with the drainage problems. She inquired what could be done to assist Ms. Davis and her neighborhood code-related concerns. She stated she was accepted to the Legislative Policy Committee within the Florida League of Cities. She reviewed meetings and events she attended and the need for mental health signage along city trails. She requested staff look into the purchase of the property of 135 North Yonge Street to preserve land for possible water retention.

Commissioner Sargent complimented the city and thanked the finance department for their work on the budget.

Commissioner Persis requested everyone keep those from Apalachee High School in Georgia in their thoughts during the mass shooting. She agreed with Commissioner Tolland regarding the code enforcement issues within the city and requested city staff reach out to Mr. Morrison to assist with the drainage.

Commissioner Briley expressed concerns regarding the homeless within the city and requested the city look into further ordinances to help with the issue.

Tomoka State Park

Commissioner Tolland expressed support of the paving of the road within Tomoka State Park and discussed the facts from the meetings she attended, opinions from visitor comment cards, and reviewed her research findings.

Commissioner Persis and Commissioner Briley supported a letter opposing the paving of the park.

Item #12 – Adjournment

The meeting was adjourned at 8:06 p.m.

APPROVED: September 18, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-147
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Application for Fence Service Inc.		
Summary:	On February 13, 2024, Fence Service Inc., dba AAA Dumpster Rental, and dba FSI Roll Off Container Service (Fence Service Inc.) located in Daytona Beach, Florida, submitted a Construction and Demolition (C&D) Franchise Agreement Application, affidavit of acknowledgment of business type, and a non-refundable application fee of $2,500. This non-exclusive franchise agreement is for the collection and disposal of construction and demolition debris generated within the City. Fence Service Inc. has various sized roll-off containers. City staff has conducted reference checks of Fence Service Inc. and determined all requirements have been met for the City to grant a non-exclusive franchise agreement. The principal owners have been in business since 1975, and staff expects a high level of customer satisfaction from the company.		
Financial Impact:	Fence Service Inc. acknowledges the annual franchise fee of $5,000 and monthly pull charges of $48.95 per pull. Revenues from this agreement will be $5,000 from the receipt of the franchise fee, $2,500 from the application fee, and approximately $2,500 from pull charges. These revenues will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures businesses operate within the requirements of the City. Having a variety of authorized haulers provides a varied selection from which customers can choose.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the non-exclusive franchise agreement to Fence Service Inc., dba AAA Dumpster Rental, and dba FSI Roll Off Container Service.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. 24-147 Fence Service (C&D Agr P24-0041G) 2. Fence Service Inc C&D agr 3. SPWAMB24040209110 4. AAA Dumpster Rental	
Approval:	Kelly McGuire, Finance Director	9/9/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/9/2024
	Joyce Shanahan, City Manager	9/12/2024

RESOLUTION NO. 2024-147

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND FENCE SERVICE, INC. d/b/a AAA DUMPSTER RENTAL AND d/b/a F.S.I. ROLL OFF CONTAINER SERVICE REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, *Code of Ordinances*, the City desires to grant a non-exclusive franchise to Fence Service, Inc. d/b/a AAA Dumpster Rental and d/b/a F.S.I. Roll Off Container Service for the provision of construction and demolition debris collection service in the City of Ormond Beach, 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 the Non-exclusive Franchise Agreement for Construction and Demolition Debris for a non-exclusive franchise for the collection of construction and demolition debris, between the City of Ormond Beach and Fence Service, Inc. d/b/a AAA Dumpster Rental and d/b/a F.S.I. Roll Off Container Service, 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 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR CONSTRUCTION AND DEMOLITION DEBRIS

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris ("Agreement") is made between the City of Ormond Beach, Florida, ("City"), a Florida municipal corporation, and Fence Service, Inc. d/b/a AAA Dumpster Rental and d/b/a F.S.I. Roll Off Container Service ("Contractor), its successors and assigns, hereinafter referred to as the Contractor.

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the City of Ormond Beach; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 10-1, City of Ormond Beach *Code of Ordinances* as that section may hereafter be amended unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of

Chapter 10 of the City of Ormond Beach Code of Ordinances and specifically Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as may hereafter be amended, and this Agreement.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The City hereby grants a non-exclusive Franchise to Contractor for the collection of Construction and Demolition Debris in the City of Ormond Beach, subject to the terms and conditions of this Agreement and all applicable laws. This Franchise only authorizes the Contractor to collect Construction and Demolition Debris.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the City's duly authorized representative. This Agreement shall expire one year after the effective date, unless the Contractor applies for a renewal of this Agreement and the application is approved by the City.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Ormond Beach *Code of Ordinances* and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris between 7 a.m. and 6 p.m., Monday through Saturday. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior approval of the Director of Public Works or his/her designee.

When collecting or transporting Construction and Demolition Debris, Contractor's employees shall wear a company shirt or uniform, which shall have the Contractor's name or logo in a conspicuous place.

5.3 All of the trucks used by the Contractor for the collection of Construction and Demolition Debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of Construction and Demolition Debris shall be labeled by the Contractor on each long side (two sides) in the same manner.

5.4 The Contractor's commercial containers shall be securely covered when transporting Construction and Demolition Debris as authorized under this Agreement.

5.5 All of the rolling stock used by the Contractor for transporting Construction and Demolition Debris in the City of Ormond Beach shall be maintained in a good, clean, and safe operating condition, and be properly marked with the Contractor's name and phone number.

5.6 Contractor shall provide the City with a list of the vehicles used by the Contractor and the license plate number for each vehicle.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard City of Ormond Beach application form for a non-exclusive Franchise to rent containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility

accepting Construction and Demolition Debris waste. A non-refundable $2,500.00 application fee for new applicants or a non-refundable $1,500.00 application fee for material modifications or transfers of an existing Franchise shall accompany the Contractor's application to the City for the non-exclusive franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of Construction and Demolition Debris

8.1. The annual Franchise fee shall be five thousand dollars ($5,000.00) and it shall be paid within fifteen (15) days of the City Commission's approval and grant of a franchise or within fifteen (15) days of the grant of the renewal request. The Contractor shall pay an annual interest rate of ten percent (10%) on any and all delinquent payments.

8.2 If the Contractor fails to pay the full amount of the Franchise fee in a timely manner, the City may suspend the Franchise until payment is made or may revoke the Franchise. The Contractor shall pay any and all of the City's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees through and including all appeals.

8.3. In addition to the annual Franchise fee, the Contractor shall pay the City forty eight dollars and ninety five cents ($48.95) for each Construction and Demolition Debris roll-off pull. Payment shall be made to the City on the tenth (10th) day of each month regardless of the effective date of the Franchise Agreement. Payment shall be accompanied by delivery disposal documentation.

ARTICLE IX: APPLICATION RENEWAL

9.0 Within the 90 days prior to expiration of the term of the franchise, Contractor may submit a renewal application. A fifteen hundred dollar ($1,500.00) renewal fee shall accompany said renewal application. During the review of the renewal application the Contractor will operate as a non-exclusive franchise for a period not to exceed sixty (60) days or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications.

ARTICLE X: INSURANCE

10.0 The Contractor shall not begin collecting or transporting Construction and Demolition Debris under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement.

10.1 The Contractor shall maintain in effect the insurance coverages required by "Exhibit A" of the City of Ormond Beach Resolution No. 2021-144 and any and all subsequent amendments thereto.

10.2 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and contain a clause stating substantially as follows: "If any of the above-described policies are to be cancelled or undergo material change before the expiration date, the issuing insurance company will mail written notice to the City of Ormond Beach at least 30 days before the effective date of the cancellation or change.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the City, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the Contractor's Franchise agreement and/or the Contractor's ownership, operation or maintenance of the Contractor's business.

ARTICLE XII: TERMINATION BY CITY

12.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a 24-hour period, the City may terminate the Agreement at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay Franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails to pay the fees or file the documentation required in Paragraph 8.3 of this Agreement; (c) the Contractor disposes of Construction and Demolition Debris at a site other than a properly permitted and authorized Solid Waste Management Facility; (d) the Contractor Construction and Demolition Debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the

Contractor declares bankruptcy; (g) the Contractor engages in the hauling of Solid Waste; or (h) the Contractor fails to comply with the applicable provisions of Chapter 10, City of Ormond Beach *Code of Ordinances*.

12.1 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the City of Ormond Beach *Code of Ordinances*, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 Representatives of the Parties

For the purposes of this Agreement, the Authorized representative of the City shall be the Director of Public Works or his/her designee. The authorized representative for the Contractor for purposes of this Agreement shall be William G. Morrison, IV. Either party may change its representative upon five (5) days prior Notice to the other party.

13.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the City:

Department of Public Works
501 N. Orchard Street
Ormond Beach, FL 32175

If to the Contractor:

William G. Morrison, IV
801 Orange Avenue
Daytona Beach, FL 32114

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

13.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same; nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Volusia County, Florida.

13.4 Assignment

This Agreement may not be sold, assigned or transferred by the Contractor without City Commission approval. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must submit an application and the applicable fee and demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and City of Ormond Beach *Code of Ordinances*.

13.5 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

13.6 Headings

Captions and headings in this Agreement are for ease of Reference only and do not constitute a part of this Agreement.

13.7 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect,

and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

13.8 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein.

This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commissioner, City officer, or City employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5%, from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.3 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity under Section 768.28, Florida Statutes.

13.4 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

13.15 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

13.16 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.

ARTICLE XIV: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

_____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE A. SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2024.

Witnesses:

FENCE SERVICE, INC.
d/b/a AAA Dumpster Rental
d/b/a F.S.I. Roll Off Container Service

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

RESOLUTION NO. 2021-144

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116, and

WHEREAS, the City Commission desires to further amend such minimum requirements, 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 establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City's real property and its facilities, as set forth in Exhibit "B"

attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

T:\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\09-22-21\21-144 Insurance Requirements Resolution (P21-0120G).doc.docx

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

   (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

      i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

      ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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.

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

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.

2. Payment on Behalf of City

The Lessee 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 Lessee for the protection of all persons, including employees and property. The 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.

B. General

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

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

   (DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. 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, and the City of Ormond Beach shall be named as an additional insured):

   a. Premises and Operations
   b. Personal Injury Liability
   c. Products & Completed Operations
   d. Fire Damage Liability
   e. Blanket Contractual Liability
   f. Liquor Liability

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

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

   Limits are subject to increase depending on the value and/or risk to leased premises

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

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

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the

replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee 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 actual notice be signed by an authorized representative of the insurer and 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 ACCORD 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 Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Lessee 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 aggregate limit may be required by the City for the given lease.

5. If the Lessee fails to obtain and maintain for the life of the Lease 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 promptly reimbursed to the City by the Lessee.

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, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

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 all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"

A. Licensees and Permittees.

1. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer.

2. The Plan available to the City currently provides comprehensive general liability insurance coverage of $1,000,000 per claim, subject to an annual aggregate of $1,000,000 for all claims. A $250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.

3. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

i) If applicable, 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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

a. Premises and Operations
b. Personal Injury Liability
c. Products & Completed Operations
d. Fire Damage Liability
e. Blanket Contractual Liability

f. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less and not limited to the following:

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

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

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

iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

i) Licensees and Permittees 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 without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

ii) New certificates of insurance shall be provided to the City prior to coverage renewals.

iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.

iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

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

ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

4. <u>Provisions Relative to Risk Management.</u>

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

(a) Hold Harmless

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 Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City

All Licensees and Permittees 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.

(c) Loss Control/Safety

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

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

March 19, 2024

Ormond Beach Public Works Department
501 N Orchard Street,
Ormond Beach, FL 32174

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY
Principal: Fence Service Inc., dba FSI Roll Off Containers & AAA Dumpster Rentals
Bond No: 3508949
Project: Construction & Demolition Roll-Off Services Franchise Application

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to Debbie@FloridaSuretyBonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Florida Surety Bonds, Inc.

Jeffrey W. Reich
Attorney-In-Fact
& Florida Licensed Resident Agent

Bond No. 3508949
Executed in 2 Counterparts

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, effective *nunc pro tunc* to March 22, 2024, **Fence Service Inc., dba FSI Roll Off Containers & AAA Dumpster Rentals,** whose address is **801 Orange Ave Daytona Beach, FL 32114-4729**, hereinafter referred to as "Principal," and **SureTec Insurance Company**, whose address is **2103 CityWest Blvd., Suite 1300, Houston, TX, 77042**, hereinafter referred to as 'Surety," are held and firmly bound unto the Ormond Beach Public Works Department, a municipality of the State of Florida, whose 501 N Orchard Street, Ormond Beach, FL 32174, hereinafter referred to as the "Obligee" or the "Ormond Beach Public Works Department" in the sum of Fifty Thousand and 00/100th dollars ($50,000.00) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above boundon Principal has, as a condition precedent to the approval by the Ormond Beach Public Works Department of a franchise agreement for the collection of construction and demolition debris collection; and

WHEREAS, it is a condition precedent to the recording of said franchise agreement that this bond be executed.

NOW THEREFORE, the conditions of these obligations are such that if the boundon Principal shall in every respect fulfill its obligations under the franchise agreement, and shall indemnify and save harmless the Ormond Beach Public Works Department against contingent costs which the Ormond Beach Public Works Department may sustain on account of the failure of the Principal to perform in accordance with the franchise agreement, then this obligation to be void; otherwise to be and remain in full force, effect and virtue.

THE SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the Principal fails to perform all or any part of the franchise agreement, upon fifteen (15) days written notice from the Ormond Beach Public Works Department, or its authorized agent or officer, of the default, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

THE PRINCIPAL AND THE SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the Ormond Beach Public Works Department, at its option, and upon failure of the Surety to complete any work in accordance with the rights of the Obligee under the franchise agreement within the time permitted by the Obligee, shall have the right to cause to be taken any work that is required or actions that are required under the franchise agreement. In the event the

Obligee should exercise and give effect to such right or rights, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse the Obligee for the total costs thereof including, but not limited to, legal and contingent costs, together with any and all damages, either direct or consequential, which may be sustained by the Obligee on account of the failure of the Principal to carry out and execute all of its obligation under the franchise agreement. However, in no event shall the obligation of the Surety hereunder exceed the penal sum of the bond.

ACCORDINGLY, the condition of this Bond are such that if Principal:

1. Promptly and faithfully performs all of its duties and responsibilities as well as all of the covenants, terms, conditions, and agreements of said franchise agreement in its totality, in the time and manner prescribed in the franchise agreement to the satisfaction of the Ormond Beach Public Works Department, and

2. Pays the Ormond Beach Public Works Department all such sums as will be sufficient to satisfy all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees (including, but not limited to, costs and attorney's fees on appeal that the Ormond Beach Public Works Department sustains resulting directly or indirectly from any breach or default by the Principal under the franchise agreement), and

3. Satisfies all claims and demands incurred under the franchise agreement, and fully indemnifies and holds harmless the Ormond Beach Public Works Department from all costs and damages which it may suffer by reason or failure to do so,

then this Bond is able to be voided upon demand of the Surety; otherwise it shall remain in full force and effect.

The coverage of this Bond is co-equal with each and every obligation of the Principal under the franchise agreement.

In the event that the Principal fails to perform any of the terms, covenants or conditions of the franchise agreement before this Bond is released by the Ormond Beach Public Works Department, the Surety shall remain liable to the Ormond Beach Public Works Department for all such loss or damage.

The Surety agrees that this Bond shall automatically renew itself for successive one (1) year periods unless the Surety shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew this Bond, in which case, the City shall be entitled to demand and receive the outstanding amount of money represented by this Bond. In the event a draw based on expiration of this Bond the proceeds shall be held by the Ormond

Beach Public Works Department as a cash bond to secure continued adherence to the obligations relative to Principal under the franchise agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the __ day of _____, 20 ___ with the undersigned signatories representing to the Ormond Beach Public Works Department that they have the requisite and lawful authority to execute this document and bind the respective Principal and Surety.

Fence Service Inc., dba FSI Roll Off Containers & AAA Dumpster Rentals

Your Company Name
Principal

By: _____

Its: CEO

CORPORATE SEAL

SureTec Insurance Company
Your Insurance Company
Surety

By: _____
Its Attorney-in-fact Jeffrey W. Reich*, Attorney-In-Fact & FL Licensed Resident Agent

ATTEST: _____
Alexis Woodham, Witness

*Inquiries: 407-786-7770

POA #: 910003

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley,
Robert P. O'Linn, Sarah K. O'Linn, Sonja Amanda Floree Harris

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of November , A.D. 2023 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas
County of Harris ss:

On this 1st day of November , A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 910003
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2024

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

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

PRODUCER
Brown & Brown Insurance Services, Inc.
P.O. Box 2412
Daytona Beach FL 32115-2415

CONTACT NAME: Julie Kuhlman
PHONE (A/C, No, Ext): (386) 239-5742 **FAX (A/C, No):**
E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : FFVA Mutual Insurance Co.	10385
INSURER C : National Trust Insurance Company	20141
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FENCE SERVICE, INC. DBA FSI ROLL OFF CONTAINERS
801 Orange Ave
Daytona Beach FL 32114

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL100058549-03	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UMB100058547-03	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC840-0809031-2023A	12/15/2023	12/15/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	INLAND MARINE			CM100058550-03	07/01/2023	07/01/2024	LEASED/RENTED	$50,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF ORMOND BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER
CITY OF ORMOND BEACH
22 SOUTH BEACH STREET
ORMOND BEACH FL 32174

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services , Inc.	FENCE SERVICE, INC. DBA FSI ROLL OFF CONTAINERS
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CGL084 0221 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - ONGOING OPERATIONS AND PRODUCTS - COMPLETED OPERATIONS (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS)
2) CGL088 0221 - FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT (ADDITIONAL INSURED- LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION)
3) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURED (PRIMARY AND NON-CONTRIBUTORY)

UMBRELLA LIABILITY:
1) UMB179 0709 - ADDITIONAL INSURED PRIMARY/NON CONTRIBUTORY COVERAGE (PRIMARY NON-CONTRIBUTORY, ADDITIONAL INSURED)
THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2024

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PRODUCER

State Farm

Todd E. Perry State Farm
341 N. Ridgewood Ave
Edgewater, Fl 32132

CONTACT NAME: Brittany Johnston
PHONE (A/C, No, Ext): 386-428-0785 FAX (A/C, No): 386-424-9145
E-MAIL ADDRESS: Brittany@toddeperry.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Fence Service Inc., DBA: FSI Roll Off Containers/
AAA Dumpster Rentals
801 ORANGE AVE
DAYTONA BEACH, FL 32114

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			L56 0983-A01-59	01/01/2024	07/01/2024	BODILY INJURY (Per accident)	$ 1,000,000
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
							PERSONAL INJURY BASIC	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brittany Johnston

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1001486 132849.14 04-13-2022

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Check One

☑ New ☐ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Fence Service Inc DBA FSI Roll OFF Containers AAA Dumpster Rental

Address: 801 Orange Avenue

City/State/Zip Code: Daytona Beach FL 32114

Phone Number: (386) 253-4212

Contact Name: William H. Morrison IV

Contact Email: AAAFENCE@AAAFENCE.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

Franchise Application Requirements
And Requirement Checklist

☑ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;

☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;

☑ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;

☑ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;

☑ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;

☑ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;

☑ 7. List of all franchises awarded to the applicant and the status of those franchises;

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

☒ 8. List of all franchises applied for which were not granted during the previous five-year period;

☑ 9. Written response to selection criteria as follows:

1. The public need for the proposed franchise or franchise transfer
2. The financial ability of the applicant to perform
3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;

☑ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be $1 million each occurrence, $1 million aggregate products and completed operations and $50,000 fire damage (any one fire).

☑ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copied of the application with the City Clerk, or his or her designee. Any transfer of more then twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."

☑ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars ($2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars ($1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.

☑ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.

2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

William G. Morrison IV
Applicant name (print or Type)

Applicant signature

02/07/2024
Application submission date

Application received by 2/13/2024
date

Application fee received by 2342 2/7/2024
check number check date

Approved City Manager/designee signature 2/13/2024
date

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 801 Orange Avenue

City: Daytona Beach State: FL Zip: 32114

Telephone No.: (386) 253-4212 Fax No.: (386) 253-2878

Federal ID No.: 59-1640958

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: Fence Service Inc DBA FSI Roll off Container AKA Dumpster Rentals
Corporate Name

(a S Corporation)

by: _____
Signature

Title: CEO. William G Morrison IV

Attest: _____ (SEAL)
Corporate Secretary

CHRISTINA M. QUINONES
MY COMMISSION # HH141934
EXPIRES: June 13, 2025

NOTARY PUBLIC: _____

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me this 07 day of the year 2024 by William G. Morrison who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Christina M Quinones

NOTARY NAME. PRINTED, TYPED, OR STAMPED: Christina M. Quinones

Commission Number: HH141934 My Commission Expires: 06/13/2025

FSI ROLL OFF CONTAINERS/AAA DUMPSTER RENTALS

801 Orange Ave.
Daytona Beach, Fl 32114
www.aaafence.com

Phone (386) 253-4212 Fax (386) 253 -2878

DRUG AND ALCOHOL POLICY
SUBSTANCE ABUSE

The manufacture, possession, use, distribution, sale, purchase, or transfer of, or being under the influence of, alcohol or illegal drugs is strictly prohibited while on AAA Fence premises or while performing company business.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or company facilities, or where such usage could jeopardize the security of company finances or business records, or where such usage adversely affects customers or the public's trust in the ability of the company to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy. AAA Fence reserves the right to conduct random and/or company-wide drug screening at any time, without prior warning.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty may be subject to a medical evaluation which may include drug or alcohol screening. Refusal to comply with a fitness-for-duty evaluation may result in disciplinary action up to and including discharge.

AAA Fence recognized that alcoholism/drug abuse is a form of illness that is treatable in nature. The Company shall not discriminate against employees based on the nature of their illness. No employees shall have their job security threatened by their seeking of assistance for a substance abuse problem. The same consideration for referral and treatment that is afforded other employees having non-drug/alcohol related illnesses shall extend to them.

FSI ROLL OFF CONTAINERS/AAA DUMPSTER RENTALS

801 Orange Ave.
Daytona Beach, Fl 32114
www.aaafence.com

Phone (386) 253-4212 **Fax (386) 253 -2878**

DRIVER HIRING POLICY

All drivers must provide the Company with a copy of his or her current operator's license health card, and provide a list of all motor vehicle violations or a signed statement that the driver has not been convicted of any motor vehicle violations during the past 36 months. Our Company has to ensure that all drivers meet the minimum qualifications as specified by U.S. DOT in Part 391.

A driver must meet the following requirements for employment before being allowed to drive a Company commercial motor vehicle:

1. Be at least 21 years of age.
2. Speak and read English well enough to converse with the general public, understand highway traffic signs and signals, respond to official questions.
3. Be able to make legible entries on reports and records.
4. Be able to drive the vehicle safely.
5. In physically qualified by passing a DOT physical examination within the past 24 months.
6. Have only one valid operator's license.
7. No driving violations.

FSI ROLL OFF CONTAINERS/AAA DUMPSTER RENTALS

801 Orange Ave.
Daytona Beach, Fl 32114
www.aaafence.com

Phone (386) 253-4212 Fax (386) 253 -2878

DISPOSAL PLAN

All Construction and Demolition containers picked up by FSI Roll Off Containers/AAA Fence are taken and disposed of at the Volusia County Landfill located at 900 Tomoka Farms Road in Daytona Beach and the Clyde Morris C&D Disposal Facility located at 925 South Clyde Morris Boulevard in Daytona Beach, or other state licensed disposal sites such as Samsula Landfill and 4 Jays Landfill.

FSI ROLL OFF CONTAINERS
AAA Fence

801 Orange Avenue
Daytona Beach, FL 32114
www.aaafence.com
aaafence@aaafence.com

Phone: (386) 253-4212
Fax: (386) 253-2878
E-Mail: aaafence@aaafence.com

February 7, 2024

FSI Roll Off Containers is franchised in the following Cities:

City of Daytona Beach
City of New Smyrna Beach
City of Port Orange
City of Daytona Beach Shores

FSI ROLL OFF CONTAINERS
AAA Dumpster Rentals

801 Orange Avenue
Daytona Beach, FL 32114
www.aaafence.com
aaafence@aaafence.com

Phone: (386) 253-4212
Fax: (386) 253-2878
E-Mail: aaafence@aaafence.com

2/7/2024

LIST OF EQUIPMENT

2005 STIRLING ROLL OFF TRUCK
2007 STIRLING ROLL OFF TRUCK
2023 MACK GRANITE ROLL OFF TRUCK

City of Ormond Beach

Franchise Application

The public needs a reliable and economical roll off company.

FSI has been in business since 1975, never has gone bankrupt nor had financial troubles. All of our equipment is fully owned and paid for.

We have serviced customers such as On The Spot, RJ Landscaping, and have done business and been franchised in Daytona Beach, City of Port Orange, City of Daytona Beach Shores City of New Smyrna Beach

We have three (3) roll off trucks that are serviced monthly and inspected weekly

The trucks are serviced and maintained as stated above. None of our vehicles are no longer in the field

We have done business in other municipalities, our licenses, franchise agreements, are all up to date.

Florida Surety is working on the Bond renewal and we will send it upon receipt.

Orlando
255 Primera Blvd
Suite 500
Lake Mary, Florida 32746
+1 (407) 667-1744 Fax: +1 (866) 547-4874

Continuation Certificate

To be attached to and form a part of surety bond number 601086900 (the "Bond"), for Business Service Bond dated the 11th day of February, 2015, in the penal sum of 25,000 USD issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of Fence Service Inc. DBA AAA Fence as principal (the "Principal"), in favor of Fence Service Inc. DBA AAA Fence, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 11th day of February, 2023, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 14th day of November, 2021.

The Ohio Casualty Insurance Company
(Surety)

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski, Assistant Secretary

Inquiries: (407) 786-7770

LMIC-3300

Liberty Mutual. SURETY

BUSINESS SERVICES BOND

Bond Number 601086900

KNOW ALL BY THESE PRESENTS:

In consideration of an agreed premium, The Ohio Casualty Insurance Company, organized under the laws of the State of New Hampshire and duly authorized to transact business as Surety ("Surety"), hereby agrees to indemnify (Name) Fence Service Inc. DBA AAA Fence of (Address) 801 Orange Avenue, Daytona Beach, FL 32114 (hereinafter called "Obligee") against direct loss of money or other property from any and all Subscribers (hereinafter called "Subscribers") to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any Employee Dishonesty Act, as hereafter defined of an Employee or Employees of the Obligee acting alone or in collusion with others, for which the Obligee is liable, if in excess of $0.00 , in an amount not exceeding Twenty-five Thousand Dollars And Zero Cents Dollars, ($25,000.00), the limit of the bond.

WHEREAS, the term of this bond begins 12:01 A.M. standard time on February 11, 2015 at the address of the Obligee as indicated above and remains in full force and effect until canceled by the Surety in its entirety.

NOW, THEREFORE, THE CONDITIONS AND LIMITATIONS OF THIS OBLIGATION ARE SUCH:

1. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of the Obligee while this bond is in force as to such Employee, and (b) if discovered within no more than 180 days after the expiration or sooner cancellation of this bond in its entirety as provided in Section 14 or from its cancellation or termination in its entirety in any other manner whichever shall happen first.

2. The most the Surety will pay for loss for any one Occurrence is the applicable limit of the bond shown above.

3. The term Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees, if a corporation, who are not also officers or employees thereof in some other capacity) while in the full time or part time permanent service of the Obligee in the ordinary course of the Obligee's business during the effective period of this bond, and who is/are compensated solely by the Obligee by salary or wages and over whom the Obligee has the right to govern and direct in the performance of such service within any of the states of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but does not mean brokers, factors, commission merchants, co-signees, contractors or any other agents or representatives of the same general character.

4. A Subscriber is any person, firm, or corporation for whom the Obligee provides services in his, her or its business capacity.

5. Employee Dishonesty Act shall mean a fraudulent or dishonest Occurrence causing loss during the time the Employee is engaged in services on behalf of the Subscriber or Subscribers and that is punishable under the Criminal Code in the jurisdiction within which the Occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

6. Occurrence means all loss(es) caused by or involving one or more Employees, whether the result of a single act or a series of acts, without regard to the number of Subscribers involved.

7. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

8. Regardless of the number of years this bond shall continue in force and the number of premiums that shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or from period to period. In no event shall the Surety's aggregate liability for all Employee Dishonesty Acts of all Employees exceed the amount stated above, whether by reason of Employee Dishonesty Acts of the Obligee's Employee(s), interest, attorney's fees or any other reason whatsoever.

9. With respect to loss or losses caused by an Employee or that are chargeable to such Employee as provided in Section 5 and that occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or canceled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

10. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which the Surety has paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

11. If the Obligee shall sustain any loss or losses covered by this bond that exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety by whomsoever made) on account of such loss or losses until the Obligee has been fully reimbursed for such excess, plus the actual cost of effecting the same, and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder and all other amounts shall be applied to the reimbursement of the Surety. The Surety's right of subrogation to the Subscriber, rights against any Employee(s) or any other person shall not be inferior to the Subscriber's remaining rights, if any, against such person.

12. This bond shall be deemed canceled as to any future acts of any Employee of the Obligee immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee(s), of any possible Employee Dishonesty Act on the part of the Employee or at 12:01 A.M. standard time at the Obligee's address upon the effective date specified in a written notice mailed by the Surety to the Obligee. Such date shall not be less than fifteen (15) days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Obligee at its principle office shall be sufficient proof of notice. For purposes of this Section, discovery shall include that time at which the Obligee in the exercise of reasonable care, should have discovered such possible Employee Dishonesty Act. For purposes of this section, Obligee shall include officers or partners of the Obligee or Employees of the Obligee who have supervisory authority over other Employee(s).

13. This bond shall be deemed canceled in its entirety at 12:01 A.M. Standard Time upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee or sent by mail. Such date, if the notice is served by the Surety, shall not be less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days from the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principle office shall be sufficient proof of receipt of notice. The Surety shall refund to the Obligee the unearned premium computed pro rata if this bond is canceled at the insistence of the Surety or at a short rate if canceled or reduced at the insistence of the Obligee.

14. The Obligee hereby warrants that neither the Obligee nor any Employee has committed any fraudulent or dishonest act in the service of any Subscriber, or otherwise. In the absence of any prior written agreement by the Surety, the Surety shall have no liability whatsoever if the Obligee or any Employee(s), prior to the issuance of this bond, committed any fraudulent or dishonest act which the Obligee (or any partner or officer of Obligee not in collusion with such Employee(s)) had, or in the exercise of reasonable care should have had, knowledge. If prior to the issuance of this bond, any bond or insurance issued in favor of any predecessor in interest of Obligee covering Obligee or any Employee(s) shall have been canceled as to the Obligee or said Employee(s) by reason of: (a) the discovery of any fraudulent or dishonest act on the part of Obligee or said Employee or (b) the giving of written notice of cancellation as to Obligee or said Employee by any such surety or insurer whether Surety or not, and if Obligee or said Employee shall not have been reinstated under this coverage or any such bond or insurance, the Surety shall not be liable under this bond. For purposes of this Section only, a fraudulent or dishonest act is defined as any such act punishable as a crime under the law of the jurisdiction in which the act occurred, whether or not a conviction was obtained therefore.

15. At the earliest practical moment after discovery of any potential Employee Dishonesty Act on the part of any Employee by the Obligee or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within 90 days after the criminal conviction of any Employee covered under this bond, shall file with the Surety affirmative proof of loss, including a certified copy of the final disposition of the criminal action, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the Employee Dishonesty Act causing such loss. If any limitation in this bond for cancellation, termination, giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

16. This bond does not apply:

(a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond;
(b) To potential income, including but not limited to interest and dividends, not realized by Obligee or Subscriber because of a loss covered under this bond;
(c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond; and
(d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

17. This bond shall inure to the benefit of the named Obligee only and no other person shall have any rights under this bond. The rights of the Obligee under this bond may **NOT** be transferred to any other person without the Surety's prior written consent.

Signed and Dated February 11, 2015

The Ohio Casualty Insurance Company

By: _____

Don Bramlage — Authorized Representative

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO ESTABLISH ANY LOSS OR CLAIM.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5936150

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl Foley; Don Bramlage; Gloria A. Richards; Jeffrey W. Reich; Kim E. Niv; Leslie M. Donahue; Lisa Roseland; Patricia L. Slaughter; Susan L. Reich; Teresa L. Durham

all of the city of MAITLAND, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 7th day of January 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KDRiley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2015.

By: _____
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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

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

PRODUCER StateFarm Todd E. Perry State Farm 341 N. Ridgewood Ave. Edgewater, FL 32132	CONTACT NAME: Caitlin Coughlin PHONE (A/C, No, Ext): 386-428-0785 FAX (A/C, No): 386-424-9145 E-MAIL ADDRESS: Caitlin@toddeperry.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company — 25178
INSURED Fence Service, INC. FSI Roll Off Containers/AAA Dumpster Rentals 801 Orange Ave Daytona Beach, FL 32114	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	L56 0983-A01-59	07/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury- Basic	$ 1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

SEE NOTES FOR POLICY CHANGE FORMS
CITY OF ORMOND BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE. PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE

CERTIFICATE HOLDER

City Of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Caitlin Coughlin

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/26/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	**CONTACT NAME:** Julie Kuhlman **PHONE (A/C, No, Ext):** (386) 239-5742 **FAX (A/C, No):** **E-MAIL ADDRESS:** Julie.Kuhlman@bbrown.com
INSURED FENCE SERVICE, INC. DBA FSI ROLL OFF CONTAINERS DBA AAA DUMPSTER RENTALS 801 Orange Ave Daytona Beach FL 32114	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Monroe Guaranty Insurance Company — 10178 **INSURER B:** FFVA Mutual Insurance Co. — 10385 **INSURER C:** National Trust Insurance Company — 20141 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 23-24 / 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		GL100058549-04	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB100058547-04	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC840-0809031-2023A	12/15/2023	12/15/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF ORMOND BEACH IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CITY OF ORMOND BEACH
501 NORTH ORCHARD STREET
ORMOND BEACH FL 32174

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	FENCE SERVICE, INC. DBA FSI ROLL OFF CONTAINERS DBA AAA DUMPSTER RENTALS
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CGL084 0221 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - ONGOING OPERATIONS AND PRODUCTS - COMPLETED OPERATIONS (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS)
2) CGL088 0221 - FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT (ADDITIONAL INSURED- LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, WAIVER OF SUBROGATION)
3) CG2001 1219 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURED (PRIMARY AND NON-CONTRIBUTORY)

UMBRELLA LIABILITY:
1) UMB179 0709 - ADDITIONAL INSURED PRIMARY/NON CONTRIBUTORY COVERAGE (PRIMARY NON-CONTRIBUTORY, ADDITIONAL INSURED)
THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (WAIVER OF SUBROGATION)

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Fictitious Name Detail

Fictitious Name

AAA DUMPSTER RENTAL

Filing Information

Registration Number	G19000031279
Status	ACTIVE
Filed Date	03/07/2019
Expiration Date	12/31/2024
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	59-1640958

Mailing Address

302 LOCKHART STREET
DAYTONA BEACH, FL 32114

Owner Information

FENCE SERVICE INC.
801 ORANGE AVENUE
DAYTONA BEACH, FL 32114
FEI/EIN Number: 59-1640958
Document Number: 492304

Document Images

03/07/2019 -- Fictitious Name Filing View image in PDF format

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Sunbiz.org Division of Corporations
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
FENCE SERVICE, INC.

Filing Information

Document Number	492304
FEI/EIN Number	59-1640958
Date Filed	12/09/1975
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/11/2019
Event Effective Date	NONE

Principal Address

801 Orange Ave
DAYTONA BEACH, FL 32114

Changed: 04/12/2013

Mailing Address

801 Orange Ave
DAYTONA BEACH, FL 32114

Changed: 04/12/2013

Registered Agent Name & Address

MORRISON, WILLIAM Glass, IV
801 Orange Ave
DAYTONA BEACH, FL 32114

Name Changed: 10/12/2021

Address Changed: 04/12/2013

Officer/Director Detail

Name & Address

Title CEO

MORRISON, WILLIAM, IV
801 ORANGE AVENUE
DAYTONA BEACH, FL 32114

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/23/2023
2024	01/29/2024

Document Images

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Fictitious Name Detail

Fictitious Name

F.S.I. ROLL OFF CONTAINER SERVICE

Filing Information

Registration Number	G07107900302
Status	ACTIVE
Filed Date	04/17/2007
Expiration Date	12/31/2027
Current Owners	1
County	VOLUSIA
Total Pages	4
Events Filed	3
FEI/EIN Number	59-1640958

Mailing Address

302 LOCKHART STREET
DAYTONA BEACH, FL 32114

Owner Information

FENCE SERVICE INC.
302 LOCKHART STREET
DAYTONA BEACH, FL 32114
FEI/EIN Number: 59-1640958
Document Number: 492304

Document Images

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AAA DUMPSTER RENTALS/ FSI ROLL OFF CONTAINERS

801 Orange Avenue
Daytona Beach, FL 32114
www.aaafence.com
aaafence@aaafence.com

Phone: (386) 253-4212
Fax: (386) 253-2878
E-Mail: aaafence@aaafence.com

2/14/2024

References:

City of Port Orange
Mick Neals
407 Virginia Avenue
Port Orange, FL 32127
386-506-5575
mneals@port-orange.org

City of Daytona Beach Shores
Gwyn Herstein
2990 South Atlantic Avenue
Daytona Beach Shores, FL 32118
386-763-5330
gherstein@cityofdbs.org

City of Daytona Beach
Sandy Van Cleef
386-671-8675
vancleefsandra@codb.us

City of New Smyrna Beach
Ami Blakely
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
386-424-2202
ablakely@cityofnsb.com

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-148
Strategic Goal:	Governance - Other		
Department:	Information Technology		
Subject:	Barracuda Cloud to Cloud Email Backup		
Summary:	This item is to notify the City Commission that expenses for the City's email and data security platform system, Barracuda Backup, will exceed $25,000 in the current Fiscal Year. Barracuda Backup is a comprehensive data protection and disaster recovery solution that provides rapid recovery options in the event of ransomware, data loss, system failures, or other unforeseen circumstances. The City has utilized Barracuda Backup for many years to safeguard critical data and create reliable backups. As a result of IT upgrades currently underway, it is necessary to expand these services to add Barracuda Cloud to Cloud Backup to protect the City's Microsoft 365 environment and ensure compliance with cybersecurity statutory requirements and best practices. The expanded Cloud to Cloud Backup option was initially added through the City's continuing contractor, Empire Computing and Consulting, Inc. in January, 2024. An additional $11,651.25 is needed to provide data protection through the current fiscal year, which will result in a total cost of $36,260.25.		
Financial Impact:	There are sufficient funds in the 001-General Fund, Information Technology - Software Maintenance for the additional cost of $11,651.25 in the 2023-2024 Fiscal Year.		
Citizen Impact:	A comprehensive backup strategy can steady the City's government enterprise by minimizing downtime and disruption.		
Recommended Action (Staff,	Staff recommends approval of the additional funds to enhance the City's Barracuda Cloud to Cloud Email Backup.		

Advisory Board and/or Other):	
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031
Attachments:	1. 24-148 Barracuda Backup-Empire (P24-0160G) 2. Empire - City of Ormond Beach Barracuda Essentials Quote 19734 8-12-24 3. Barracuda existing 1-29-24 PO #20240326
Approval:	Kelly McGuire, Finance Director 9/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/9/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-148

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR SERVICES FROM EMPIRE COMPUTING AND CONSULTING, INC. FOR BARRACUDA BACKUP PROTECTION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city utilizes the firm of Empire Computing and Consulting, Inc. for Barracuda backup protection services and in January 2024 issued a Purchase Order for $24,609.00 for said services, and

WHEREAS, there is a need to expand this service to include Barracuda Cloud to Cloud For Microsoft 365 protection at a cost of $11,651.25, and

WHEREAS, the expenditures for the backup services now total $36,260.25 (copies of the Purchase Order and Quote for the services are attached hereto and incorporated herein by reference), and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances,* because the cumulative total for the services from one vendor exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the General Fund (001), now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms Barracuda backup protection services provided by Empire Computing and Consulting, Inc. in the amount of $36,260.25 and the expenditure of funds from the General Fund.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	**19734**
Quote Date:	7/12/2024
Page:	1
Customer #:	148

Quoted To:
City of Ormond Beach
City Hall 22 S. Beach Street
Attn
Ormond Bch, Fl 32174

Valid Through: 8/11/2024

Phone: 386-615-7031	Cust PO:	Terms: net 30
Reference: CoOB Barr ESS	Ship Via: Ground	Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
BAR-EP-PREMPLUS-U‹	Email Protection, Premium Plus, per User, 1 Month	975.00	11.95	11,651.25

List Price $16.60 per user monthly x 325 users.

Serial #825951

Start date 7/19/24 - end date 10/18/24

SubTotal:	11,651.25
Tax:	0.00
Shipping:	0.00
Total:	11,651.25

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

BILL TO

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

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	20240326

Delivery must be made within doors of specified destination.

VENDOR

EMPIRE COMPUTING AND CONSULTING INC
120 N FREDERICK AVE
DAYTONA BEACH, FL 32114
Email: DAVEC@EMPIRECOMPUTING.COM
Fax: 386-253-6508

SHIP TO

Finance Department
22 South Beach Street
City Hall Room 102
Ormond Beach, FL 32174
Email: Chuck.Osteen@OrmondBeach.org

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
386-253-6506	386-253-6508	2400432	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/29/2024	598			FINANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Barracuda backup and email protection The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Barracuda Email Protection Premium Plus	1,950.0	EACH	$12.62	$24,609.00

VENDOR COPY

Total Ext. Price	$24,609.00
PO Total	**$24,609.00**

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of $2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

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

PACKING & DELIVERY

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

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

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-149
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Water Reclamation Facility UV Disinfection Conversion		
Summary:	This item provides public notice of the City's award of bid for the Water Reclamation Facility (WRF) UV Disinfection Conversion project, Bid No. 2024–24 to SGS Contracting Services, Inc. in the amount of $6,904,700. On March 21, 2023, the City executed a Work Authorization with Mead & Hunt, Inc. (Mead & Hunt), for design services related to the conversion of the disinfection at the WRF to ultraviolet (UV) disinfection for $272,800 for engineering design, to determine a construction schedule, and to obtain detailed cost estimates. In addition, Mead & Hunt provided an Engineer's Estimate of Probable Cost (EEOPC) of $6,223,250 for the conversion. The advanced wastewater treatment process currently utilizes sodium hypochlorite to provide disinfection within the chlorine contact chambers. The use of chlorine requires constant monitoring to ensure disinfection and minimization of disinfection byproducts. This project involves converting the existing chlorine disinfection system to a UV disinfection system. Major structural and electrical upgrades are required to facilitate this conversion. UV is a very cost-effective and reliable technology that protects the public against pathogenic microorganisms, including protozoa, bacteria and viruses. Additionally, due to the recent volatility of chemical prices (chlorine increasing more than 35% in the last 2 years), it is anticipated to result in long-term operational cost savings.		
Financial Impact:	The proposed conversion was included in the State of Florida's Fiscal Year 2022-2023 budget for funding through the Florida Department of Environmental Protection (FDEP). The grant provides for a 50% match of funds to complete construction, up to $1,500,000.		

	Funding will be provided through the FDEP Grant of $1,500,000 and Fund 446 - 2004 Water & Wastewater Bond Projects fund for the remaining portion. Upon completion, chemical purchases will be reduced, resulting in operational savings.
Citizen Impact:	This project ensures the City continues to improve safety and efficiency throughout the wastewater treatment process that serves Ormond Beach utility customers.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the bid to SGS Contracting Services, Inc. in the amount of $6,904,700 for the construction of the WRF UV Disinfection Conversion project to be approved unless otherwise directed.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24- 149 WRF UV Disinfect-SGS (P24-0157G) 2. SGS - scanned copy 3. Recommendation of Award to SGS 081624 4. BID 2024-24 signed bid tab
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

RESOLUTION NO. 2024-149

A RESOLUTION ACCEPTING A BID FROM SGS CONTRACTING SERVICES, INC. FOR CONSTRUCTION SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET DISINFECTION CONVERSION PROJECT, UNDER BID NO. 2024-24; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-24) regarding construction services for the water reclamation facility ultraviolet disinfection conversion project ("the Project") pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by SGS Contracting Services, Inc. with a bid in the amount of $6,904,700.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funding for the Project will be through a Florida Department of Environmental Protection Grant and water and sewer bond proceeds and that these funds will not be 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 SGS Contracting Services, Inc. to perform the Project at a total cost not to exceed $6,904,700.00 is hereby accepted.

SECTION TWO. All other bids relative to the aforedescribed Project shall be deemed rejected upon the execution of a contract with SGS Contracting Services, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with SGS Contracting Services, Inc. for the performance of the Project at the said price, and to pay the cost thereof using FDEP grant funds and water and sewer bond proceeds.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

ORIGINAL

SECTION 00300
BID NO. 2024-24

CONTRACTORS NAME SGS Contracting Services, Inc. LICENSE NO. CGC1514772

PROJECT IDENTIFICATION: ***WRF UV Disinfection Conversion***

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-24

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
1	6/28/24
2	7/2/24
3	7/16/24
4	7/23/24

(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):

BID SCHEDULE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization / Demobilization	1	LS	275,000	275,000
2	Bypass Pumping	1	LS	275,000	275,000
3	CCC Modifications for UV Equipment	1	LS	800,000	800,000
4	Electrical Building	1	LS	325,000	325,000
5	Aluminum Canopy with Insulated Panels	1	LS	135,000	135,000
6	UV Equipment & Installation	1	LS	2,674,700	2,674,700
7	Miscellaneous Metals	1	LS	360,000	360,000
8	Electrical	1	LS	650,000	650,000
9	Demolition / Disposal of Existing Chemical Building	1	LS	45,000	45,000
10	Restoration	1	LS	70,000	70,000
11	Replace Transfer Pumps	1	LS	865,000	865,000
12	Demo front Walls of CCC	1	LS	325,000	325,000
13	As-Built Survey	1	LS	5,000	5,000
14	Allowances	1	LS	$150,000	$150,000
				TOTAL	6,904,700

TOTAL BID

Six Million Nine Hundred four Thousand Seven Hundred 00/100
(IN 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 544 calendar days after the date when the Contract Time commences to run and completed within 574 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 recognizes 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 Five Hundred Dollars ($ 500) 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: SGS Contracting Services, Inc.
Street Address: 25613 W US Hwy 27
City, State, Zip Code: High Springs, FL 32643
Email: seth@sgscsi.com
Telephone No.: 386-361-5300 Fax No.: N/A

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 July ~~10~~ 31 (SGS), 2024.

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 SGS Contracting Services, Inc.
(Corporation Name)

FL
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

Seth Simmons
(Name of Person Authorized to Sign - Typed or Printed)

President
(Title)

(Corporate Seal)

SGS CONTRACTING SERVICES, INC. CORPORATE SEAL 2007 FLORIDA

Attest _____

Business address: 25613 W US Hwy 27, High Springs, FL 32643

Phone No.: 386-361-5300

Fax No.: N/A

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.)

BID (Cont'd.)
WRF UV DISINFECTION CONVERSION
ORMOND BEACH, FLORIDA

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 and Equipment:

Item	Supplier
UV System	Trojan
Transfer Pumps	United Flow
Gates	Alfa Laval

Subcontractors:

Work Classification: Demo

Name: Paw Demolition

Address: Bayonet Point, FL

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
WRF UV DISINFECTION CONVERSION
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: I&C

Name: CEC Controls / Wood

Address: Bradenton, FL

Phone Number: _____ Fax Number: _____

Work Classification: Electrical

Name: Shine Electric

Address: High Springs, FL

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: _____

BID (Cont'd.)
WRF UV DISINFECTION CONVERSION
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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	10	L.F.	10	$100
2. Sheeting/Shoring	10	S.F.	10	$100

31 (SCS)

07-10-2024
Name (signature) Date

Seth Simmons
Name (typed or printed)

President
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.

31 (SAS)

07-10-2024

Name (signature) Date

Seth Simmons

Name (typed or printed)

President

Title

BID (Cont'd.)
WRF UV DISINFECTION CONVERSION
ORMOND BEACH, FLORIDA

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.

SGS Contracting Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Seth Simmons
NAME (PRINT OR TYPE)

President
TITLE

31 (SGS)

07-20-2024
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.

BID (Cont'd.)
WRF UV DISINFECTION CONVERSION
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: N/A - Not Local Vendor

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.

SGS Contracting Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Seth Simmons
NAME (PRINT OR TYPE)

President
TITLE

31 (SCS)
07-10-2024
DATE

END OF BID

00300-15

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President (Title) of SGS Contracting Services, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: July ~~10~~ 31 (SGS), 2024 Signed: _____

Entity: SGS Contracting Services, Inc. Name: Seth Simmons

Title: President

STATE OF: FL COUNTY OF: Alachua

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this ~~10~~ 31 (SGS) day of July, 2024, by Seth Simmons and who:
☒Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida at Large: (seal)
Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: 6-26-26

MICHELLE MONTGOMERY
Notary Public - State of Florida
Commission # HH 276145
My Comm. Expires Jun 28, 2026
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

State of Florida
Department of State

I certify from the records of this office that SGS CONTRACTING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 2012, effective July 25, 2007.

The document number of this corporation is P12000085304.

I further certify that said corporation has paid all fees due this office through December 31, 2024 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 Fourth day of January, 2024

Secretary of State

Tracking Number: 8362507086CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES, INC.
25613 W US HWY 27
HIGH SPRINGS FL 32643

LICENSE NUMBER: CUC1225090

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SIMMONS, SETH GARRETT

SGS CONTRACTING SERVICES INC
25613 W US HWY 27
HIGH SPRINGS FL 32643

LICENSE NUMBER: CGC1514772

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ----------

SGS Contracting Services, Inc. - 25613 W. US Hwy 27 High Springs, FL 32643
(*hereinafter called Principal*) and
Atlantic Specialty Insurance Company - 605 Highway 169 North, Suite 800 Plymouth, MN 55441
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State of New York with its principal offices in the County of Hennepin, MN and authorized to do business in the State of Florida, in the full and just sum of ----- Five Percent of 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 ***WRF UV DISINFECTION CONVERSION*** **(Bid No. 2024-24)** 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 31st day July, 20 24.

SGS Contracting Services, Inc.
(Principal)

By: _____
Seth G. Simmons, President

SGS CONTRACTING SERVICES, INC. CORPORATE SEAL 2007 FLORIDA

ATTEST:

_____
Karen Alvarenga, Witness

Atlantic Specialty Insurance Company
(Surety)

By: _____
Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

Inquiries: (321) 800-6594

END OF SECTION

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jorge L. Bracamonte, Jessie Sloan, Karla Tomaszewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 31st day of July, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

August 14, 2024

George Lavatelli, PE
Senior Engineer
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Email: George.lavatelli@ormondbeach.org

RE: CITY OF ORMOND BEACH
WRF UV DISINFECTION CONVERSION
BID NO. 2024-24

Dear Mr. Lavatelli,

The City received three (3) bids) on the above referenced project on July 31, 2024. SGS Contracting Services, Inc., of High Springs, Florida was the low bidder with a bid totaling $6,904,700.00 (bid tabulation attached).

We have worked with SGS Contracting Services, Inc. on projects of a similar nature in the past. SGS has worked on the previous three (3) WRF projects for Ormond Beach. We have checked their bid for conformance, and they have submitted all the required documentation. Their license is in good standing with no active complaints. Therefore, we recommend that the City award this project, in its entirety, to SGS Contracting Services, Inc. in the total amount of $6,904,700.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

Brad Blais, PE
Project Manager

BTB:bf

Attachment: Bid Tabulation

cc: April Martti – City of Ormond Beach
Matt Guzinski – Mead & Hunt

CITY OF ORMOND BEACH
WRF U-V DISINFECTION CONVERSION
BID NO. 2024-24
July 31, 2024

				SGS CONTRACTING SERVICES, INC. High Springs, FL		FERREIRA CONSTRUCTION CO., INC. Jacksonville, FL		SAWCROSS, INC. Jacksonville, FL	
Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Mobilization / Demobilization	1	LS	$ 275,000	$ 275,000	$ 800,000	$ 800,000	$ 828,000	$ 828,000
2	Bypass Pumping	1	LS	$ 275,000	$ 275,000	$ 220,000	$ 220,000	$ 430,000	$ 430,000
3	CCC Modifications for UV Equipment	1	LS	$ 800,000	$ 800,000	$ 420,000	$ 420,000	$ 895,000	$ 895,000
4	Electrical Building	1	LS	$ 325,000	$ 325,000	$ 339,000	$ 339,000	$ 530,000	$ 530,000
5	Aluminum Canopy with Insulated Panels	1	LS	$ 135,000	$ 135,000	$ 110,000	$ 110,000	$ 220,000	$ 220,000
6	UV Equipment & Installation	1	LS	$ 2,674,700	$ 2,674,700	$ 2,968,000	$ 2,968,000	$ 2,850,000	$ 2,850,000
7	Miscellaneous Metals	1	LS	$ 360,000	$ 360,000	$ 306,000	$ 306,000	$ 435,000	$ 435,000
8	Electrical	1	LS	$ 650,000	$ 650,000	$ 787,000	$ 787,000	$ 650,000	$ 650,000
9	Demolition / Disposal of Existing Chemical Building	1	LS	$ 45,000	$ 45,000	$ 42,000	$ 42,000	$ 50,000	$ 50,000
10	Restoration	1	LS	$ 20,000	$ 20,000	$ 29,000	$ 29,000	$ 75,000	$ 75,000
11	Replace Transfer Pumps	1	LS	$ 865,000	$ 865,000	$ 1,023,000	$ 1,023,000	$ 750,000	$ 750,000
12	Demo front Walls of CCC	1	LS	$ 325,000	$ 325,000	$ 310,000	$ 310,000	$ 665,000	$ 665,000
13	As-Built Survey	1	LS	$ 5,000	$ 5,000	$ 15,000	$ 15,000	$ 12,000	$ 12,000
14	Allowances	1	LS	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000
			TOTAL		**$ 6,904,700**		**$ 7,519,000**		**$ 8,540,000**

Notes:
Sawcross made an error in their total bid amount ($8,378,000); the correct amount is shown above.

BID OPENING TABULATION

Project:WRF UV Disinfection Conversion

Bid Number: 2024-24

Date & Time: July 31, 2024 2:00pm

Contractor	Addendum #1	Addendum #2	Addendum #3	Addendum #4	Bid Bond	Bid
Ferreira	y	y	y	y	y	$7,519,000.00
Sawcross	y	y	y	y	y	$8,378,000.00
SGS	y	y	y	y	y	$6,904,700.00

JUL31'24 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: Rob Hart
Purchasing

Opened by: George Lavatelli
Engineering

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-151
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Authorization - Construction Admin Services, Fleming Ave Drainage Improvements		
Summary:	This is a Work Authorization with McKim & Creed, Inc. for construction administration services for the Fleming Avenue Drainage Improvements Project. On March 19, 2024, the Commission approved a bid award for the Fleming Avenue Drainage Improvements Project, Bid No. 2024-15. This project will interconnect drainage systems on the South Side of Fleming that currently have a private outfall to the Central Park Lake System. Improving this connection will help alleviate the flooding that occurs on Fleming Ave in moderate to heavy rain events. Staff negotiated a scope of work and cost with McKim & Creed to provide construction administration services in the amount of $68,621. The services will supplement the work of City staff in the oversight of the construction of this project. Included in this proposal, the Engineer of Record will review and approve shop drawings, respond to request for Information from the Contractor, conduct on-site visits, and provide construction direction to the contractor. The proposed fee is 3.2% of the construction contract amount of $2,119,000, which is consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.		
Financial Impact:	There are sufficient funds in the Fund 107 - Stormwater Fund for the $68,621 construction administration services.		
Citizen Impact:	This work authorization will ensure the project is constructed per the plans and in a manner that allows for peak operation.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with McKim & Creed, Inc. in the amount of $68,921 for construction administrative services for the Fleming Avenue Drainage Improvement Project.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-151 Fleming Av Dr Imp-McKim (P24-0169G) 2. McKim & Creed-Fleming Ave Drainage Impvmts-Const Admin
Approval:	Kelly McGuire, Finance Director 9/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

RESOLUTION NO. 2024-151

A RESOLUTION ACCEPTING A PROPOSAL FROM McKIM & CREED, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE FLEMING AVENUE DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from McKim & Creed, Inc., an engineering firm under continuing contract with the City, to provide construction administration services regarding the Fleming Avenue drainage improvements project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by McKim & Creed, Inc. to provide construction administration services for the aforedescribed project at a cost not to exceed $68,621.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Stormwater Fund (107) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by McKim & Creed, Inc. to provide construction administration services regarding the Fleming Avenue drainage improvements project at a cost not to exceed $68,621.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and McKim & Creed, Inc. to provide construction administration services for the Project at the said price, and to pay the cost therefor from the Stormwater Fund.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated May 21, 2024 between the City of Ormond Beach, Florida, and McKim & Creed, Inc. the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Fleming Avenue Drainage Improvements - Construction Phase Services

Project Description: Construction phase services for the Fleming Avenue drainage improvements project, as detailed in the attached scope of services and fee schedule.

Estimated Project Construction Cost: $2,119,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Construction Phase Services	Fixed Fee	$68,621.00
Total Fee Authorized:	**Not to Exceed**	**$68,621.00**

Funding Source: Stormwater Fund (107)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
MCKIM & CREED, INC.

By: _____
Charles Hill, P.E.
Senior Project Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

CITY OF ORMOND BEACH
FLEMING AVENUE DRAINAGE IMPROVEMENTS
CONSTRUCTION PHASE SERVICES PROPOSAL

SCOPE OF SERVICES

JULY, 2024

I. BACKGROUND

McKim & Creed, Inc. (hereinafter referred to as CONSULTANT) will be retained by The City of Ormond Beach, (hereinafter referred to as CITY), to provide construction phase services for the drainage basin improvements that contribute flow to Fleming Avenue.

II. SCOPE OF WORK

The CONSULTANT'S Scope of Services on this project includes the following tasks:

A. Task 1 – Construction Phase Services

1. CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
2. For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of two hundred ten (210) days, or one hundred eighty (180) days from the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the City and the Contractor. If the contract time between the CITY and the Contractor are extended, the CONSULTANT will be provided the opportunity to adjust the fee accordingly.
3. CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, or layout personnel and construction quality control testing personnel. Due to the expected difficulty of the project, it is recommended that progress meetings be held twice a month. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
4. CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Drawings, Specifications, and other Contract Documents.

5. CONSULTANT shall issue all instructions of the CITY to the Contractor and prepare Field Orders as required. CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and be judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.

6. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in CONSULTANT's approval). By recommending an application for payment, CONSULTANT shall not be deemed to have represented that they have made any examination to determine how and for what purposes the Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor's work, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests or encumbrances. Such representations shall at no time be considered as a legal obligation of CONSULTANT.

7. CONSULTANT will perform weekly on-site observation (5 hours weekly) of construction to ensure on-going activities are in accordance with the Drawings and Specifications. It is understood the CITY will provide a Project Representative for daily construction observation. It is anticipated the CITY's Project Representative will perform the following activities: prepare detailed daily construction activities and observation reports; take digital photos of the construction progress; sign copies of pressure test results for the completed piping.

8. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.

9. Construction observation work shall not make CONSULTANT responsible to find or note discrepancies in the work nor for the Contractor's failure to perform the

construction work in accordance with the plans, specifications or other Contract Documents.

10. CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.

11. CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.

12. CONSULTANT shall review Contractor provided as-built drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY and Contractor.

13. CONSULTANT shall coordinate with the Contractor regarding provision of the construction as-built drawings prior to final on-site inspections and punch list preparation.

14. CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.

III. SCHEDULE

The following schedule is proposed. Times are shown after a Notice to Proceed is issued.

TASK 1: Construction Services..... 210 days (Final Completion)

IV. COMPENSATION & BILLING

Our proposed Lump Sum Fee for Construction Services for this Project is $68,621.00. Our Fee Matrix is included as Exhibit A.

V. ASSUMPTIONS AND EXCLUSIONS

1. This Scope of Services is based upon a construction time of 180 calendar days for substantial completion and 210 days for final completion.

2. It is understood that the CITY will supply the Project Representative for the project. CONSULTANT will supply limited on-site observations only.

3. Additional time and site visits above the allotted five (5) hours weekly stated above in Item #8 in Section II, Part B will be completed on a time and material basis and will not be performed without written authorization by the CITY. Hourly rates for these services will be based on the Fee Matrix included in Exhibit A.

4. Additional service outside of the above stated Scope of Services will be conducted on a time and material basis based on the Fee Matrix included in Exhibit A. Additional services will not be performed without written approval from the CITY.

EXHIBIT A

FEE MATRIX

CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS CONSTRUCTION PHASE SERVICES

REVISED SCOPE OF SERVICES

JULY 2024

STAFF CLASSIFICATION		Project Manager III		Senior Project Engineer III		CAD Designer III		Sr. Project Administrator		TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$239	RATE:	$213	RATE:	$146	RATE:	$109	
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	
1	**CONSTRUCTION PHASE SERVICES**									
1.1	Attend Pre-Construction Conference	2	$478	2	$426			1	$109	
1.2	Attend Construction Progress Meetings	16	$3,824	28	$5,964			14	$1,526	
1.3	Review Shop Drawings and Other Submittals	2	$478	10	$2,130			12	$1,308	
1.4	Respond to Contractor RFI's/Additional Work Authorizations	6	$1,434	12	$2,556	8	$1,168	8	$872	
1.5	Review Pay Request Applications			8	$1,704			2	$218	
1.6	Perform Site Visits	24	$5,736	150	$31,950					
1.7	Attend Substantial and Final Observations of Work			8	$1,704			4	$436	
1.8	Review As-Built Drawings/Provide Comments			12	$2,556	14	$2,044			
TOTAL:		**50**	**$11,950**	**230**	**$48,990**	**22**	**$3,212**	**41**	**$4,469**	**$68,621**

McKIM&CREED

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-152
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Emergency Replacement of Well Field Generator		
Summary:	This is a request for approval of the emergency replacement of the portable generator used to provide power to the Hudson Well Field in the Hunters Ridge subdivision. This well field supplies 30-40% of the City's average daily flow of raw water. In the event of a power failure due to a tropical system or a lightning strike, the loss of this well field will have significant impact on the utilities' ability to provide water to the City's customers. The existing generator is currently out of service and is over 35 years old. Due to its age, replacement parts are no longer able to be obtained. Alternative Power Solutions is the vendor that maintains the emergency generator equipment and can provide delivery of a new generator in 3–7 weeks. Alternative Power Solutions has continuously met the City's needs for emergency power generation.		
Financial Impact:	The cost is $118,446. Funds are available in Water/Wastewater Vehicle & Equipment Fund 408.		
Citizen Impact:	The ability to continue to produce sufficient potable water for the citizens is of paramount importance.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the emergency purchase of the Hudson Well Field generator.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		
Attachments:	1. 24-152 Generator emerg purch-HiPower (P24-0159G)		

	2. Alternative Power Solutions Generator for Hudson Well Field_ 3. DS_HRJW_190_T4F (2) 4. APSHP97303	
Approval:	Kelly McGuire, Finance Director	8/22/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/4/2024
	Joyce Shanahan, City Manager	9/4/2024

RESOLUTION NO. 2024-152

A RESOLUTION AUTHORIZING AN EMERGENCY PROCUREMENT OF A HIPOWER PORTABLE GENERATOR FROM ALTERNATIVE POWER SOLUTIONS, INC. FOR USE AT THE HUDSON WELL FIELD IN THE HUNTERS RIDGE SUBDIVISION; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the existing generator at the Hudson Well Field in the Hunters Ridge subdivision, which has been in service for over thirty-five years, is in need of emergency replacement due to a recent equipment failure and which because of its age is deemed to be obsolete as replacement parts are no longer available, and

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

WHEREAS, due to the concern for public safety, the City's staff determined that it is in the best interest of the City of Ormond Beach and the general public to accept a quotation from Alternative Power Solutions, Inc. to replace the generator at the Hudson Well Field, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization for the purchase of one HiPower Portable Generator (Model HRJW-190T4F) from Alternative Power Solutions, Inc. at a cost of $118,446.00 (a copy of said Quotation is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the equipment is appropriated in the Water Distribution Vehicle & Equipment Fund (408) 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 authorizes the emergency procurement of a HiPower Portable Generator from Alternative Power Solutions, Inc.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a Purchase Authorization for the purchase of one HiPower Portable Generator (Model HRJW-190T4F) from Alternative Power Solutions, Inc. at a cost of $118,446.00 and to pay the cost from the Water Distribution Vehicle & Equipment Fund.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400829
Vendor: ALTERNATIVE POWER SOLUTIONS INC
Resolution No. 2024-152

Requisition By: Preis
Reason: Emergency replacement of the portable generator used to provide power to the Hudson Well Field.
Date: 9/18/2024
Purchase of: Hipower HRJW 190 T4F portable generator
Funding: Water/Wastewater Vehicle & Equipment Fund 408

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Hipower HRJW 190 T4F portable generator	EA	1	$118,446.00	**$118,446.00**
				Total:	**$118,446.00**

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 <u>not</u> 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.

HIPOWER®
A YANMAR COMPANY

MOBILE DIESEL GENERATOR SET

MODEL

HRJW-190 T4F

60Hz MOBILE/PRIME/STANDBY POWER

152kW/60Hz/MOBILE/1800RPM



VOLTAGE VAC	120/240V		120/208V		120/240V		277/480V		347/600V**	
RATING	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby
PHASE	1		3		3		3		3	
PF	1.0		0.8		0.8		0.8		0.8	
HZ	60		60		60		60		60	
KW	115	126	152	167.0	152	167.0	152	167.0	N/A	N/A
KVA	115	126	190	208.7	190	208.7	190	208.7	N/A	N/A
AMPS	479	525	527	578	457	503	228	251	N/A	N/A
SKVA@30% VOLTAGE DIP	380		580		580		730		N/A	

Description

HIPOWER® mobile generators are an efficient, reliable and versatile source of mobile electrical power. Designed to operate in the most extreme working conditions. All HIPOWER® Mobile Generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that you can rely on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial JOHN DEERE Diesel engine, which meets current Environmental Protection Agency (EPA) TIER 4 Final non-road exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Prime Power kVA rating for generator set is given with a 105 degree °C alternator winding temperature rise.

HIPOWER® Features and Benefits

JOHN DEERE Diesel Engine: Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability. Capable of full rated load acceptance in one step.

Cooling: Radiator with belt driven pusher fan.

Air Filter: Heavy-duty replaceable element air-cleaner.

Alternator: Single bearing, rotating field, self-excited, self-ventilated, 12-wire re-connectable, 60Hz brushless alternator with permanent magnetic generator (PMG), with Class F insulation. Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

Certification: ISO 8528-5.

HIPOWER® Features and Benefits

Fuel Tank: Environmentally friendly steel base welded sub-base fuel tank with internal filling system and 110% containment capability for any diesel fuel, coolant or engine oil spills. Easy access for maintenance activities.

Enclosure: Fully sound attenuated enclosure, fabricated in 11-gauge steel, powder coated with finish that exceeds 1000-hr salt spray test, curved edges, minimum outside fasteners and single point lift. Ample layer of durable Rockwool sound insulating material placed all around the inside of the container, doors and ducting with metal retaining frames. It can be cleaned with high-pressure water and is oil and fire resistant. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off stainless steel hinges, corrosion resistant hardware and fasteners.

Exhaust: Low noise, steel residential-type exhaust silencer with rain cap.

Fuel Filtration: Standard and secondary water separator with visible level on fuel filters

Voltage Selector Switch: Three-position, manual voltage selector switch. Lockable in three positions for switching set between 120/240V single phase and 120/208 and 277/480V 3-phase.

Controls: Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights, tamper proof engine hour recorder. Load Connections: Covered distribution panel for easy access to cable power outlets, receptacles, lugs and Camloks.

HIMOINSA POWER SYSTEMS, INC.
16600 South Theden Street, Olathe, KS 66062
Tel: 913 495 5557 | Fax: 913 495 5575 **www. hipowersystems.com**

Codes and Standards Compliances used where applicable

APPLICATION DATA

ENGINE SPECIFICATION	
Manufacturer	JOHN DEERE
Model	6068HFG05
EPA certified	Tier 4 FINAL
Crankshaft speed	1,800 rpm
Type	Diesel, 4-stroke
Injection	Direct
Aspiration	Turbocharged
Number of Cylinders	6
Cylinder arrangement	In-line
Displacement CID (liters)	414.96 (6.8)
Bore and Stroke ins (mm)	4.17 x 5.0 (106 x 127)
Nominal power	227 hp
Cooling	Liquid
Governor	Electronic
Governor Regulation Class	ISO 8528 Part 1 Class G3
Frequency Regulation	Isochronous
Starting motor & alternator	12 volt
Compression ratio	17.2:1
Air cleaner type	Heavy duty - single cartridge
Exhaust gas flow cu. ft./minute (cu.m. /minute)	932 (26.4)
Max. Exhaust temp at full load degrees °F (°C)	756 (402)
Max. permissible back pressure - ins H2O (kPA)	53 (13.2)
COOLING SYSTEM	
Engine cooling air flow - cu. ft./min (cu. m/min)	452 (12.8)
Alternator cooling flow - cu. ft./min (cu. m/min)	1463 (41.1)
Total cooling air flow (engine + alternator + combustion) - cu. ft./min (cu. m/min)	TBD
Total cooling capacity - US gallons (liters)	TBD
Max. Operating Temperature °F (°C)	127(53)
LUBRICATION SYSTEM	
Oil pan capacity - US gallons (liters)	9.03 (34.0)
Oil pan capacity with filter - US gallons (liters)	9.53 (35.8)
OI cooler	Liquid
Recommended lubricating oil grade	SAE 10W-40 conventional DH4 (refer to owners manual)
Oil consumption at full load	< 0.1% of fuel consumption
Oil pressure – psi (kPA)	46 (320)
ENGINE ELECTRICAL SYSTEM	
Starting motor voltage	12 volt
Cold Cranking Amps - minimum	102 Amp
Battery charging Alternantor	110 Amp
Battery capacity	1050 Amps

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APPLICATION DATA

FUEL SYSTEM		
Recommended fuel	# 2 - ULSD	
Fuel supply line, min. ID mm(in.)	-	
Fuel return line,min. ID, mm (in.)	-	
Max. lift, fuel pump, type, m (ft)	TBD	
Fuel filter	Secondary 8 Microns @ 98% Efficiency	
FUEL and DEF COMPSUMTION	FUEL (Prime Power Rating)	DEF (% of fuel consumption)
100% load – US gallons/hour (L/hr)	12.13 (45.9)	3.2 %
75% load - US gallons/hour (L/hr)	9.4 (35.5)	TBA
50% load - US gallons/hour (L/hr)	6.8 (25.7)	TBA
25% load - US gallons/hour (L/hr)	4.2 (15.8)	TBA
ALTERNATOR SPECIFICATION		
Manufacturer	STAMFORD	
Model	UCI 274 G with PMG	
Voltages	120/208v.; 277/480v.; 120/240V	
Alternator Type	Four pole, rotating field	
Excitation System	Brushless. PMG-excited	
Power factor	0.8 / 1.0	
Number of leads	12 leads, reconnectable	
Stator Pitch	2/3	
Insulation	Class H	
Windings – Temperature Rise	Class F (105/40° C)	
Enclosure (IEC-34-S)	IP23	
Bearing	Single, sealed	
Coupling	Flexible disc	
Amortisseur windings	Full	
Voltage regulation – no load to full load with MX341 AVR	± 1%	
TIF	<50	
Radio Frequency Emissions compliance	Meets requirements of most industrial and commercial applications	
Line harmonics	5% maximum	
STANDARD ACCESSORIES		
• Air Filter Restriction Indicator	• Buck Transformer for Auxiliary 120VAC Outlets	
• Leakage Detection Sensor	• Coolant heater	
• Battery Switch	• Shunt Trip on MLCB	
• Crankcase Ventilation Filter	• 3 Position Voltage Selector Switch	
• Oil/Coolant Drain Extention	• PMG Excitation on Alternator	
• Distribution Panel 800A	• Leakage Detector Sensor	
• MLCB Auxiliary Contacts	• Leak Proof Tray	
• Extended Maintenance Interval up to 500 Hrs.	• Low cooland level Sensor	

•Distribution power panel *See image RH back-page -
NEMA 3R/IP67 0.09" aluminum panel, black powder coated, weather proof rated; individual Square-D QOU branch breakers; 2 x 20A 125V NEMA5-20 GFCI duplex receptacles; 3 x 50A 125/250V CS6369 twist-lock receptacles & Lexan covers; 2 x15A 125V NEMA 5-15P Shore line connector; 2 sets 400A single pin Camlocks rated 400A with snap covers; color coded Camlocks 3Ph - 5W black, red blue, white & green; pad lockable 1/4 turn door access with cable trap; auxiliary bus bars with mechanical lugs; 1 single barrel lug per phase; mechanical lugs up to 2 x 600MCM cable

OPTIONAL ACCESSORIES	
• Battery Blanket	• Oil Pan Heater
• Hydronic heater (5 kw)	• Engineered Options available upon request
• 3-Way Fuel valve	• Control Panel Heater
• 6 Amp - 10 Amp battery charger, 12/24V, UL Listed	
• 4 Position Voltage Selector Switch	

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Codes and Standards Compliances used where applicable

CONTROL SYSTEMS STANDARD FEATURES - Generator Digital Control Panel

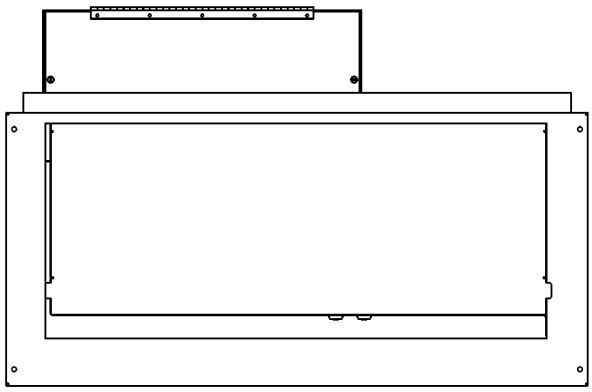
HIPOWER® COMAP IntelliGen NT Control Panel: The IntelliGen NT digital control panel is back-lit with icon LCD text display, and is PC configurable. IInteliGen NT is a comprehensive controller for both single and multiple gen-sets operating in standby or parallel modes. Compact construction is optimized for these purposes and various modifications allow customers to select the optimum type for a particular application. A built-in synchronizer and digital isochronous load sharer allow a total integrated solution for gen-sets in standby, island parallel or mains parallel. Native cooperation of up to 32 gen-sets is a standard feature. InteliGen NT supports many standard ECU types and is specially designed to easily integrate new ones.

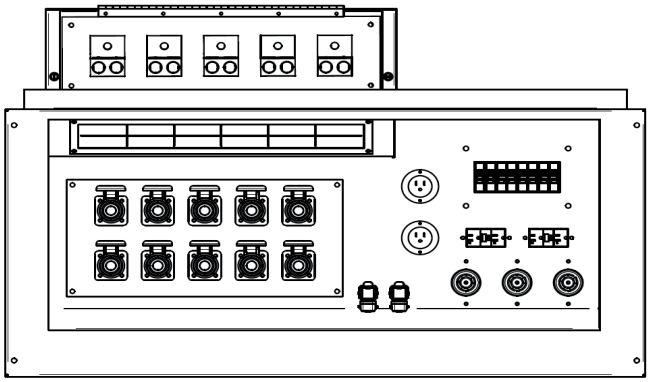
Engine alarms included: High coolant temperature, low oil pressure, low coolant level, unexpected shutdown, low fuel level, stop failure, low battery voltage, battery charging alternator failure, over-speed, under-speed, start failure and emergency stop. Support of engines with ECU (J1939, Modbus and other proprietary interfaces); alarm codes displayed in text form.



Alternator alarms included: Overload, unbalanced voltage, over voltage, under voltage, over frequency, under frequency, short circuit, reverse power, and incorrect phase sequence.

DISTRIBUTION PANEL VIEW



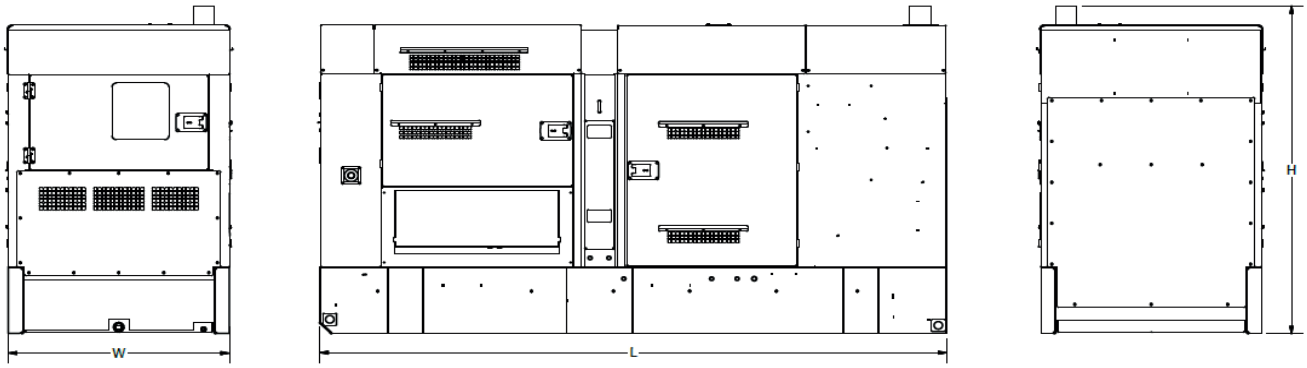


HIMOINSA POWER SYSTEMS, INC.
16600 South Theden Street, Olathe, KS 66062
Tel: 913 495 5557 | Fax: 913 495 5575 **www. hipowersystems.com**

Codes and Standards Compliances used where applicable

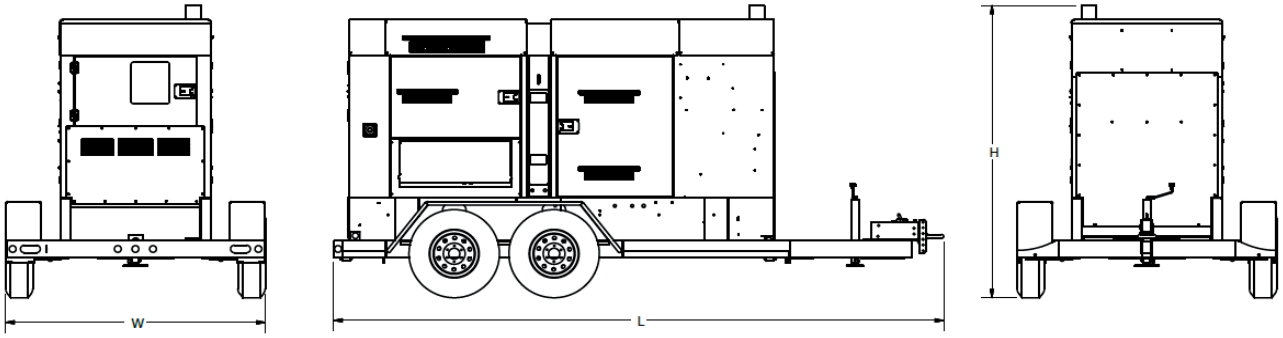
DIMENSIONS, WEIGHTS & SOUND LEVELS

ENCLOSED SET



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Standard Fuel Tank	10	130	145″	54″	84.4″	8,200	72
Enclosed Set with Extended Fuel Tank	24	335	145″	54″	90.4	8,830	72

ENCLOSED SET WITH TRAILER



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Standard Fuel Tank and Trailer	10	130	225″	88.2″	103″	9,760	72
Enclosed Set with Extended Fuel Tank and Trailer	24	335	225″	88.2″	109″	10,390	72

* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.

REV7

HIMOINSA POWER SYSTEMS, INC.
16600 South Theden Street, Olathe, KS 66062
Tel: 913 495 5557 | Fax: 913 495 5575 **www. hipowersystems.com**

Codes and Standards Compliances used where applicable

Technical Specification and Scope of Supply

HRJW 190 T4F- Portable Rental Grade per following specifications

(all specs are in hyperlinks located on page 7 of this offer)



Proposed To:	City Of Ormond Beach
Address:	500 N. Orchard St.Ormond Beach FL 32174
Ship To:	Fleet Operations .
Quote #:	APSHP97303
Job Title:	Planned 150KW
Sales Associate:	Efrain Rivera
Date:	7/31/2024
Bid Closing Date:	8/31/2024
Quote Validity:	30 days
Lead Time:	7 weeks

System Description

Product Type	HRJW 190 T4F
Application Group	Prime

Power as per HiPOWER Data sheet

Kilowatts - Prime	152	kWel
Kilowatts - Standby	167	kWel
Engine Make	John Deere	
Engine Type	6068HFG05	
Engine Speed	1800	rpm
Frequency	60	Hz
Generator voltage	Rental	V
Phase	Rental	
Unit Specification	CSA	
Temp Rise	105	°C
Exhaust Emissions (EPA)	TIER 4 FINAL	
Radiator Design Temperature	50	°C

1 SYSTEM CONFIGURATION

1.1 COOLING SYSTEM

Low Coolant Switch

1.2 STARTING AIDS

10A 12V SENS MicroGenius battery charger UL-Listed (installed)

2 ENGINE CONFIGURATION

2.1 Engine Description

JOHN DEERE 6068HFG05, Long-life, heavy-duty, 4-cycle, direct injection engine. EPA Certification Tier Level 4 FINAL

2.2 FUEL SYSTEM

3-way valve kit

Standard HDR190/240 10 hr Fuel Tank (*Only until supplies last*)

3 GENERATOR END CONFIGURATION

3.1 Generator End Description

STAMFORD UCDI 274 J, Brushless, PMG Excited, Four Pole Rotating Field, Class H Insulation (105 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding. MX341 Automatic Voltage Regulator

3.2 GENERATOR END OPTIONS

PMG with MX341

3 Position Selector Switch (*480 3Ph/208 3Ph/240 1Ph* - 50A Receptacles will be 240/139V in 480V Position)

4 CONTROL PANEL CONFIGURATION

4.1 Cont. Panel Description

Digital controller with auto and manual start as well as parallel capability. with push button reset. LCD Display that offers AC metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads

5 PAINTING

5.1 Painting Details

- Base skid is epoxy-polyester powder painted - Standard RAL9005 color
- Enclosure is epoxy-polyester powder painted - Standard RAL7035 color.
- Other colors available upon request.

6 ADDITIONAL OPTIONS CONFIGURATION

6.1 ADDITIONAL OPTIONS DESCRIPTION

Tandem axle - surge brakes

Rear Stabilizer Jacks (*Only available if trailer is selected*)

Spare Tire and Mount (*Only available if trailer is selected*)
Storage Box (*Only available if trailer is selected*)

7 SERVICE AND AFTER SALES

7.1 Details

HIPOWER® is committed to offer a Superior Customer Service for an Outstanding Experience, from pre-sales, sales, and after sales support

8 MISCELLANEOUS

8.1 Details

One USB drive including Electrical Schematics, Control Panel manual, Warranty Statements, Engine manual, Generator end manual and Generator set manuals is provided with the unit

9 FUNCTIONAL TESTS

9.1 Tests

Standard acceptance testing performed under HIPOWER quality specification

10 SHIPPING CONDITIONS

10.1 Details

All units are shipped wet, with all the fluid included minus fuel supply (unless otherwise specified)

11 SALES TERMS AND CONDITIONS

11.1 Details

Standard Terms and Conditions apply. Read carefully attached HIPOWER® Terms and Conditions of Sale

12 WARRANTY

12.1 Details

Standard limited Warranty 2 Years/3500 Hours

13. Included items

1. **Freight to City of Ormond Beach Fleet Fac.**
2. **Start up and certification test including load bank and owner training**

SALE IS SUBJECT TO STANDARD APS CREDIT POLICIES. A DEPOSIT MAY BE REQUIRED NOT TO EXCEED 20% OF THE TOTAL OFFER. CANCELLATION FEES ARE APPLICABLE AFTER 10 DAYS OF ACCEPTING THIS OFFER AND PLACING AN ORDER FOR CERTAIN PRODUCTS. OFFER IS VALID FOR 30 DAYS FROM THE DATE ISSUED UNLESS STATED OTHERWISE.

Grand Total Net Price $ 118,446.00

Submittal Documents for Model Selected

Item	Description
1	Genset Data Sheet
1a	Engine Data Sheet
1b	Alternator Data Sheet
1c	Rotary Switch Details
1d	Panel Specification
1e	Circuit Breaker Details
1f	EPA Certification
1g	General Arrangement
1h	Electrical Drawing
1i	Enclosure Specification
1j	Terms and Conditions
1k	Warranty Details
1l	CARB Certification
1m	Paint Specification
1n	CSA Certification
1o	Block Heater Datasheet
1p	Standard Trailer Drawing
1q	ISO 9001 Certification
2	Battery Charger - MicroGenius 180 Datasheet
3	3-way valve kit - Three way valve

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-153
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Leisure Services - Fee Schedule 2024-2025		
Summary:	During the operational budget review process, the Leisure Services Department performs a review of the current fee schedule to submit any additions or alterations for City Commission approval. In the Fiscal Year 2024-2025 budget, the City Commission approved an increase to Leisure Services fees by 3% annually to help support City programs. The fees shown under the column “F/Y 24/25” in the attached fee schedule includes the 3% increase rounded to the nearest dollar, and additional staff recommendations, to go into effect upon the execution of the resolution. Changes include the following additions: • Fee for the Ormond Beach Sports Complex for events. • Pavilion rentals may not exceed more than 6 months, or 26 weeks consecutively.		
Financial Impact:	The fee increase is expected to generate $15,000 - $20,000 annually.		
Citizen Impact:	The proposed increase and changes to the fee schedule ensure the City continues to deliver top quality services and programs accessible to all citizens.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval and authorization of the proposed changes to the fee schedule for Leisure Services.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		

Attachments:	1. 24-153 Fee Schedule increase (P24- 0164G) 2. Fee Schedule FY 2024-25	
Approval:	Kelly McGuire, Finance Director	8/22/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/4/2024
	Joyce Shanahan, City Manager	9/4/2024

RESOLUTION NO. 2024-153

A RESOLUTION APPROVING AND AUTHORIZING REVISIONS TO THE CITY'S FEE SCHEDULE FOR CULTURAL AND RECREATIONAL PROGRAMS AND FACILITIES OPERATED BY THE LEISURE SERVICES DEPARTMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 91-82 the City Commission adopted a "Fee Schedule" for the various cultural and recreational programs and facilities coordinated and operated by the Leisure Services Department which has subsequently been revised, and

WHEREAS, the City's professional staff has reviewed, and recommends approval of, the proposed Fee Schedule which has been updated to reflect revisions such as adding a rental fee for events at the Ormond Beach Sports Complex; adding the limitation that pavilion rentals may not exceed six consecutive months or 26 consecutive weeks; and a 3% increase in fees overall, and

WHEREAS, the City Commission concurs with said recommendations, 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 aforementioned revisions to the City's Fee Schedule for various cultural and recreational programs and facilities. A copy of said Fee Schedule is attached hereto and incorporated herein by reference.

SECTION TWO. The fee increase shall become effective upon the adoption of this Resolution.

SECTION THREE. The City Commission hereby ratifies and affirms all actions taken in furtherance of establishing and amending the cultural and recreational fee schedules.

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

APPROVED AND AUTHENTICATED, this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH
LEISURE SERVICES DEPARTMENT

Fee Schedule
2024-2025

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DEFINITIONS/CLARIFICATIONS
FOR PURPOSES OF FEE SCHEDULE

Information provided below applies to all classes, programs, events, activities, rentals within the Leisures Services Department fee schedule, unless otherwise stated in fee schedule.

"RESIDENT" DEFINED. Proof of residency must be supplied at time of registration in order to receive resident rates/benefits.

- one who has a domicile or permanent residence within the City limits of Ormond Beach,
- a person who is permanently inhabiting quarters within the City limits of Ormond Beach,
- a person who owns real property within the City limits of Ormond Beach,
- a person who owns and operates a business (with a valid occupational license) physically located within the City limits of Ormond Beach,
- a person who is employed by the City of Ormond Beach.
- for purposes of programs, rentals and activities at The Casements and Rockefeller Gardens, the Nova Skate Park and Tennis Courts, Central Park, Andy Romano Beachfront Park, Environmental Discovery Center and the Sports Complex, a resident shall include a person who maintains his or her domicile or permanent residence in any of the incorporated municipalities within Volusia County or the unincorporated area of Volusia County, who operates a business in any of the incorporated municipalities within Volusia County or Volusia County or is employed by any municipality within Volusia County or by the County of Volusia. This is due to Volusia unincorporated area of ECHO grant funding that was provided for these locations.
- all other persons shall be classified as non-residents.

"SCHOLARSHIP CREDIT (FEE WAIVER)" DEFINED. A partial or full fee waiver given to resident participants who cannot afford the full cost of certain programs. They must meet certain scholarship eligibility requirements (provide current State of Florida letter verifying food stamp or Medicaid eligibility for child, or letter from school indicating eligibility for free lunch program.)

"NON-RESIDENT FEE": A non-resident shall pay 50% more than the resident fee or shall pay the non-resident rate if shown, as applicable. This applies to all fees shown in this fee schedule.

"FACILITY FEE": 10% is added to all "base" fees in the Leisure Services Department; (i.e., program, classes, rentals, etc.). The fees shown in this updated schedule do include the 10% facility fee.

“FACILITY CAP”: On programs or activities that can only handle a certain number of participants, residents will be accepted before nonresidents can be added to the program unless the program is co-sponsored by another agency, i.e., Volusia County.

"CENTER ACTIVITY CARDS": Cards are issued to those who wish to participate in center activities at a recreation center where there is no program or class chargeor class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center or class charge (i.e., free play basketball in gymnasium, game room activities). These cards are used at Nova Community Center and South Ormond Neighborhood Center only.

"DAILY PASSES": In lieu of Center Activity Card, daily passes are offered for short term participation at the Nova Community Center and the South Ormond Neighborhood Center.

"NON-PROFIT": "Non-profit" groups shall pay 50% less than "For profit" groups or shall pay the non-profit rate as shown, if applicable. Staff fees, overtime, utility charges, field lights, cleaning, other extra fees are not included in non-profit discounted fees. In order to qualify for the reduced fee, the entity must submit a non-profit status certificate; i.e., 501(c)(3) status certificate.

"SALES TAX": FL State Sales Tax is required on rentals. Sales tax exempt certificate required for tax exemption.

CLASSES/PROGRAMS/EVENTS/FACILITY RENTALS

Note: Any classes, programs, events, facility rentals shown in this schedule are indicative of the Leisure Services Department offerings and may be added to or deleted as necessary with the approval of the Leisure Services Director.
Material and supplies may be an added fee, based on program requirements.

"Volunteer Instructor-run Classes": These classes are offered through the use of volunteer instructors. No class fee is charged to the participants.

"Room Rental to Class Instructors": The instructor will collect payment directly from the student and the City will receive a room rental fee from the instructor equivalent to 30% of the revenue collected plus 10% facility fee or the instructor may elect to pay the room rental shown in this fee schedule. There will be a minimum utility surcharge to the instructor depending on the total number of hours used, on a per program basis.

"Department-run Classes, Clinics": Class fees are established by the Coordinator in charge. Nonresident fees are 50% additional.

"Department-run Youth Sports": Youth Volleyball, Basketball Training League, Flag Football, Girl's Basketball, Summer Sports Clinics and other youth sports. Fee established by Athletics Supervisor.

"Department-run Adult Sports": Adult Coed Softball, Adult CoedVolleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult sports. Fee established by Athletics Supervisor.

"Parent Sponsored Youth Sports": Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association: Ormond Beach Youth Football and Cheerleading Association, Inc.; Associations have the option and Ormond Beach Pride, Inc. "Base" fees are determined by each Association. to do their own registration or to have Leisure Services do the registration. Either way, per lease agreement with associations, fees collected are shared between City and Association as follows:

Association:	Base fee (as determined by Association)
City:	10% Facility fee (10% of fee charged to participant)
City:	Nonresident fee (50% additional which is charged to nonresidents only)
City:	If Dept. does the registration, a per participant registration fee of $2.50 per child is paid to City by Association.

FEES TO BE INCREASED 3% ANNUALLY, WITH CITY COMMISSION APPROVAL, UNLESS OTHERWISE NOTED.

*Please note: Fees in this document have been rounded up to the nearest dollar.

AMES GROUNDS:			
AMES GROUNDS:	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
(i.e., weddings, social gathering - no food) Reservations Required Up to 4 Hours	$113	$116	$119
ANDY ROMANO BEACHFRONT PARK			
Pavilion is used on a first come, first served basis unless reservations are made. If electricity is available, it will be charged at the rate of $40	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
All Volusia County Residents (due to ECHO Grant) Up to four hours	$113	$116	$119
Non-Volusia Co. Residents Up to four hours	$252	$260	$268
BAILEY RIVERBRIDGE MEETING HALL AND GARDENS			
Security Deposit: $100 refundable due at time of reservation of date.	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
MEETING HALL:			
Utilities are $25 per day	$25-$46	$26-$47	$26-$47
Rental rates are in two-hour increments (Resident)	$99	$102	$105
There is a set up fee which includes use of available equipment (tables & chairs)			
(Small - up to 50 people) per hour	$32	$33	$34
(Large - over 50 people) per hour	$44	$45	$46
BAILEY RIVERBRIDGE GROUNDS: (i.e., weddings, social gatherings - no food on grounds)			
Residents Per hour	$80	$82	$84
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is	$150	$150	$150
served.(Additional permits, insurance and fees may apply in accordance with State regulations.)			
BIRTHPLACE OF SPEED PARK PAVILION			
(i.e., weddings, social gatherings, food allowed) If electricity is available, it will be charged at the rate of $40	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to four hours	$113	$116	$119
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS			
CLASSES/PROGRAMS:	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Scholarships are not available at The Casements.			
Teacher Duty Day Programs Per Day	$50	$51	$53
CASEMENTS CULTURAL EVENTS, ACTIVITY, AND PROGRAM FEES			
Admission fees may vary from $0 to $100 depending on event			
Applicable to Casements Activity Programs only			
FOR PROFIT GROUPS			
Arts & Crafts	$76	$78	$80
Arts & Crafts - Deposits	$37	$38	$39
Food Vendors	$150	$154	$159
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	$70	$72	$74
Exhibitors (No sales) - Deposits	$36	$37	$38
Exhibitors (No sales) - Space	$54	$55	$57
Gallery Exhibits - Small	$106	$109	$112
Gallery Exhibits/Opening Receptions	$188	$194	$200
Literary Book Signings/Readings	$39	$40	$41
NON-PROFIT GROUPS			
Arts & Crafts	$36	$37	$38
Arts & Crafts - Deposits	$22	$23	$24

CASEMENTS - CLASSES, PROGRAMS, CENTER EVENTS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Food Vendors	$76	$78	$80
Food Vendors 70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Food Vendors - Deposits	$36	$37	$38
Exhibitors (No sales) - Deposits	$22	$23	$24
Exhibitors (No sales) - Space	$31	$32	$33
Gallery Exhibits - Small	$54	$56	$58
Gallery Exhibits/Opening Receptions	$99	$102	$105
Literary Book Signings/Readings	$23	$24	$25
CASEMENTS - FACILITY RENTALS			
Utilities are $25 per day	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Clubs/Group Meetings Fees - Will be assessed either an hourly fee, weekly, monthly	$25-$46	$26-$47	$26-$47
or yearly fee based on the type of usage in addition to the utility fee			
with additional fees for room set up.			
Casements Building:			
Rental rates are for a period of up to 4 consecutive hours.			
Rent charged by room and/or by floor and is due 72 hours (three days) prior to the reserved date			
A $250 deposit will be required on facility rentals			
During Non-Operating Hours:			
Entire first floor area, which includes kitchen and gallery, studio and atrium.	$859	$885	$912
During Operating Hours:			
Atrium only	$168	$173	$178
Gallery only	$220	$227	$234
Gallery and kitchen	$326	$336	$346
Dance Studio only	$113	$116	$119
Classrooms	$68	$70	$72
Kitchen	$113	$116	$119
Gallery Exhibits - Small	$106	$109	$112
Gallery Exhibits/Opening Receptions	$188	$194	$200
Literary Book Signings/Readings	$39	$40	$41
Notes:			
There is a set-up fee which includes use of allowable equipment explained below and a record of these fees will be made a part of the lease.			
Small (up to fifty (50) people)	$75	$75	$75
Large (over fifty-one (51) people)	$125	$125	$125
Available kitchen equipment for use is: refrigerator, sinks, stove, oven, dishwasher, microwave. Not available are any of the			
china/dish sets, glassware or silver sets, or silver serving pieces, tablecloths, party-ware, plastic serving pieces and			
miscellaneous kitchen utensils.			
The renter is expected to pay for house personnel for monitoring the building. The number of personnel required will be			
determined by the Director. This is applicable if the renter will be occupying the building after normal working hours.			
Staff Fee: A member of the staff must be on the premises at all times.			
Minimum staff fee is (up to four (4) hours).	$113	$116	$119
If the rental agreement reflects more than four (4) hours, the rate is per hour.	$32	$33	$34
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is served.	$150	$150	$150
(Additional permits, insurance and fees may apply in accordance with State regulations.)			

CASEMENTS NORTH LAWN and ROCKEFELLER GARDENS			
Event fees are based on size, venue and duration of rental, city, state and health-related permits and insurance			
requirements for public and private events, city ordinances and state laws as they apply.			
The permitting authority shall consider all of the following criteria in granting, denying and conditioning a permit.			
Expected attendance, venue, time of day, adjacency of venue to other properties and events, profit/nonprofit functions,			
ticket & gate admission functions, safety and security of attendees, supervision liability for Non-Commercial Private			
Events; Commercial Community Events; Non-profit/For Profit.			
Rental fees are per four-hour block of time with additional hourly charges where applicable to include event setup and post teardown.			
Rental rates do not include fees for support staff (stage, audio, lighting technicians or police, fire, medical).			
Food, beverage & promotion of specific merchandise sales are permitted and subcontracted under the individual or			
organization renting the facility. Vendors are subject to insurance and health requirements.			
If admission is to be charged to an event, an additional 15% payment from the gate, vendors and/or concession			
proceeds may be assessed in addition to the fees charged for the use of the facility and grounds.			
Utility fees for water and electrical usage will vary based on hourly usage for vending and activities and stage and entertainment usage.			
Large events will require approval by the City Manager or designee.			
NON-COMMERCIAL PRIVATE EVENTS Up to 4 Hours	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
North Lawn and/or Gazebo, Porte Cochere	$188	$194	$200
Parking Lot	$150	$155	$160
South Garden	$453	$467	$481
Central Garden	$489	$504	$519
North Garden	$440	$453	$467
West River - Open Green Space	$76	$78	$80
Bridge Underpass Plaza	$76	$78	$80
Stage Pavilion	$606	$624	$643
Wedding Terrace Plaza	$379	$390	$402
South Garden Fountain/Picnic Area	$54	$56	$58
Application Fee - *SET FEE *DNC*	$25	$25	$25
Deposits (Refundable)	$250	$250	$250
Cancellation Fee (Nonrefundable)	$0	$0	$0
COMMERCIAL EVENTS; COMMUNITY EVENTS			
Up to 4 hours For-Profit	$3,013	$3,103	$3,196
4 to 12 hours For-Profit	$6,026	$6,207	$6,393
Application Fee - *SET FEE *DNC*	$25	$25	$25
Deposits (Refundable)	$1,000	$1,000	$1,000
Cancellation Fee (Nonrefundable)	$0	$0	$0
CENTRAL PARK			
Pavilions (i.e., social gatherings, picnics) If electricity is available, it will be charged at the rate of $40**.**	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Pavilion is used on a first come, first served basis unless reservations are made.			
All Volusia County Residents (due to ECHO Grant) Up to 4 hours	$82	$84	$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
COMMUNITY EVENTS			
Program Fees, Admission Fees, Event Fees will vary based on venue, size, and attendance.	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Non-commercial Private Events; Commercial Community Events			
Festival Vendor Fees:			
Arts and Crafts			
For Profit Deposit $50	$95-$185	$98-$190	$98-$190
Non-Profit Deposit $25	$50-$96	$52-$99	$52-$99
Food Vendors			
For Profit Deposit $100	$223-$324	$230-$334	$230-$334
Non-Profit Deposit $50	$116-$166	$119-$171	$119-$171

COMMUNITY EVENTS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
70% vendor/30% city - concessions split at small events - typically less than 250 attendees; i.e. Movie Night, etc.)	70/30 split	70/30 split	70/30 split
Exhibitor - No Sales			
For Profit Deposit $50	$95-$185	$98-$190	$98-$190
Non-Profit Deposit $25	$50-$96	$52-$99	$52-$99
Specialty Vendors			
Game Merchant			
For Profit Deposit $100	$370	$381	$392
Non-Profit Deposit $50	$190	$196	$202
Amusements/Inflatables - Fees will be reviewed based on extension of venues.			
Mayor's Health & Fitness	$35-$70	$36-$72	$37-$74
ENVIRONMENTAL DISCOVERY CENTER (EDC)			
CLASSES/PROGRAMS:	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Enviro-Camp Per Session (8 weeks) Price per Week, Supplies may be additional	$118	$122	$126
Scholarships for camp are available through the Joyce Ebbets Scholarship Program			
CLASSROOM RENTALS: Utilities are $25 per day	$25-$46	$26-$47	$26-$47
Refundable Deposit	$79	$81	$83
Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$58	$60	$62
Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$32	$33	$34
Non-Volusia Co. Nonprofit group (cont meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t & nonprofit cert required)	$90	$93	$96
Non-Volusia Co. Nonprofit group (1 time) up to 2 hours (s/t & nonprofit cert required)	$45	$46	$47
Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$117	$121	$125
Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	$63	$65	$67
Non-Volusia Co. Group/Business (continuous meetings) Up to 4 meetings per month, Up to 2 hours per meeting plus s/t	$177	$182	$187
Non-Volusia Co. Group/Business (1 time) up to 2 hours, plus s/t	$94	$97	$100
Additional staff (overtime, other than normal work hours, etc) Hourly rate	$43	$44	$45
Additional Set Up, if applicable, per meeting	$31	$32	$33
COMMUNITY GARDEN PLOT			
Resident Fee	$15	$20	$20
GROUP FIELD TRIPS			
Group field trips are to be scheduled in advance. Groups larger than 10 people require a facility use agreement			
Schools and Scout groups: $3.00 per student. For every 10 students, one teacher or chaperon is free.			
Additional adults & family members are $6.00 each. Rentals are in 2-hour blocks.			
Adult Groups: $3.00 per person. Rentals are in 2-hour blocks.			
EDC Grounds: (i.e., weddings, social gatherings)			
Volusia Co. Residents Per hour	$81	$83	$85
Non-Volusia Co. Residents Per hour	$122	$126	$130
FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7)			
ORMOND BEACH SPORTS COMPLEX, NOVA COMMUNITY PARK COMPLEX, SO. ORMOND NEIGHBORHOOD CENTER	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
ALL SPORTS			
Permit required.			
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (EXCLUDES CHAMPIONSHIP FIELD #7) (continued.)			
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per Day, not to exceed 12 hours.(6 month's advance notice required) For-Profit			$5,000
Rental of the Sports Complex in it's entirety for Events, Races & Etc. Per day, not to exceed 12 hours. (6 month's advance notice required) Non-Profit			$2,500
*includes the playground and restroom facilities but not the athletic fields			
Nonresident Teams and Colleges:	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Practice - per 3 hours	$166	$171	$176
Practice - additional hours over 3 hrs - Per hour	$61	$63	$65
Games - single each	$219	$226	$233
Games - doubleheader (2 games)	$341	$351	$362
Extra marking - Billed per man hour	$45	$46	$47
Lights - per each game/practice	$92	$95	$98
High Schools: (Rates may not apply to school(s) with lease agreements)			
Practice - per 3 hours	$113	$116	$119
Practice - additional hours over 3 hrs - Per hour	$39	$40	$41
Games - single each including pre-game marking	$158	$163	$168
Games - doubleheader (2 games)	$273	$281	$289
Doubleheader marking: Billed per man hour	$45	$46	$47
Lights - Per each game/practice	$92	$95	$98
City Co-Sponsored Youth Teams from Ormond Beach (OBYBSA, etc.):			
Practices	No Charge	No Charge	No Charge
Games each	No Charge	No Charge	No Charge
Association Sponsored Clinics - No more than one clinic per season	No Charge	No Charge	No Charge
Other Governmental Agency Groups: same as High Schools above			
Ormond Beach Business/Residents/Not for Profit Organizations			
Games/Practices Per Hour	$39	$40	$41
Lights - Add per each game/practice	$91	$94	$97
Marking per hour	$54	$56	$58
Extra marking - Billed per man hour	$45	$46	$47
Locker Room Use (OB Sports Complex at Wendelstedt Fields) Add per day	$69	$71	$73
Rental of Fields for Camps, Clinics: All administration/registration for these			
camps will be handled by the renting party.			
1 Day - Rental Charge (up to 4 hours per day) - per day per field	$166	$171	$176
1 Day - Rental Charge (Minimum 4 hours per day)- per day per field	$227	$234	$241
Lights - Add per session per field	$92	$95	$98
Extra marking - Billed per man hour	$45	$46	$47
Tournament Play			
Temporary Fencing			
Ballfield 200'	$2,000	$2,060	$2,122
Ballfield 300'	$2,800	$2,884	$2,971
Tournament - Per Field Per Day up to 8 hours per day	$261	$269	$277
Tournament - Additional hours over 8 hours - Add per hour	$37	$38	$39
Field Maintenance Overtime - Billed per man hour	$44	$45	$46
Restroom Cleaning - Per service, plus supplies	$45	$46	$47
Add for Lights - Per game/practice	$89	$92	$95
PRESS BOX @ Rick Boehm Girls' Softball Field			
in addition to field rental			
Press box - Up to 4 hours, per day	$145	$149	$153
Press box - Additional hours - per hour	$36	$37	$38
SOCCER, FOOTBALL, LACROSSE, RUGBY			
Non-refundable Deposit required on all field rentals	$250	$250	$250
A multi-day discount for field rental rates (excluding lights, extra marking, overtime, restroom cleaning, extra services) for			
consecutive day rentals will be applied as follows: 2nd day 20%; 3rd day 25%; 4th day and after 30% discount.			

FIELD RENTAL - ATHLETIC FIELDS (continued.)			
	F/Y 22/23	*F/Y 23/24*	*F/Y 24/25*
Field Rental - all users (other than recreational parent-run sports) up to 4 hrs	$582	$599	$617
Field Rental - all users (other than recreational parent-run sports) up to 8 hrs	$832	$857	$883
Field Rental - Additional hours over 8 hours - per hour	$102	$105	$108
Lights - Per night	$189	$195	$201
PRESS BOX @ OB Sports Complex Championship Field #7			
in addition to field rental			
Press box - Up to 4 hours, per day	$145	$149	$153
Press box - Additional hours - per hour	$36	$37	$38
GREG SMITH FIELD HOUSE @ OB Sports Complex			
City Co-Sponsored Youth Groups:			
Pre-scheduled use pending availability and at discretion of Leisure Services Director or appointee.			
Field House Rental - up to 4 hrs per day	$243	$250	$258
Field House Rental - 4 to 8 hrs per day	$492	$507	$522
Field House Rental - over 8 hrs add per hour	$62	$64	$66
Lessee is responsible for restroom cleaning and/or field house cleaning - per cleaning	$46	$47	$48
Security Deposit - Refundable	$500	$500	$500
FIELD #7 RENTAL PACKAGE			
Includes up to 4 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$835	$860	$886
Includes up to 8 hours rental for Champion Field #7, Pressbox, Scoreboard & Greg Smith Field House	$1,476	$1,520	$1,566
Not included: Lights per Night ADD	$188	$194	$200
Not included: Restroom and/or field house cleaning, per cleaning ADD	$46	$47	$48
Refundable Security Deposit for Greg Smith Field House ADD	$500	$500	$500
FORTUNATO PARK			
FORTUNATO GROUNDS	*F/Y 22/23*	*F/Y 23/24*	*F/Y 24/25*
Commercial Use/Events Park is rented in 4 hour increments Resident	$891	$918	$946
Non-commercial Private Events Park is rented in 4 hour increments Resident	$605	$623	$642
NOVA COMMUNITY CENTER - ACTIVITIES			
Center Activity Cards	*F/Y 22/23*	*F/Y 23/24*	*F/Y 24/25*
Residents - Free			
Single - Per person per year	$68	$70	$72
Family - Per family per year	$168	$173	$178
Sr. Citizen - Per person per year	$45	$46	$47
DAILY PASS			
Nonresidents pay per pass *Not increased annually	$4	$4	$4
CLASSES/PROGRAMS			
Classes/programs may be added/deleted as needed.			
NOVA COMMUNITY PARK - COURT RENTALS			
NOTE: This is an open free play facility. If reservations are requested, courts must be	*F/Y 22/23*	*F/Y 23/24*	*F/Y 24/25*
reserved in advance.			
TENNIS COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	$25	$26	$27

NOVA COMMUNITY PARK - COURT RENTALS (continued.)			
Resident Group, Tournament, Clinic, Camp: Per Court			
per day	$83	$85	$88
per ½ day	$45	$46	$47
Lights per court, per two-hour rental	$46	$47	$48
HANDBALL/RACQUETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per court, per hour	$15	$15	$16
OR			
Resident Group, Tournament: Per Court			
per day	$54	$56	$58
per ½ day	$31	$32	$33
OUTDOOR BASKETBALL COURT RENTAL FOR SCHOOLS, COLLEGES, ORGANIZATIONS:			
Reservation Rates			
Resident Group: per hour	$26	$27	$28
Resident Group, Tournament, Clinic, Camp:			
per day	$83	$85	$88
per ½ day	$45	$46	$47
NOVA COMMUNITY CENTER - RENTALS PAVILIONS, ROOMS, GYMNASIUM			
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
PICNIC SHELTERS RENTAL If electricity is available it will be charged at the rate of $40			
Rental Up to 4 hours Resident	$82	$84	$87
City Co-Sponsored Groups from Ormond Beach - Permit Required			
MEETING ROOM, ACTIVITY ROOM RENTAL			
Utilities are $25 per day	$25	$26	$27
Refundable Deposit	$75	$77	$79
City Co-Sponsored Groups from Ormond Beach - Permit Required	$45	$46	$47
Ormond Beach Nonprofit Groups (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$113	$116	$119
Ormond Beach Nonprofit Groups (1 time use) (2 hr. limit)	$61	$63	$65
Nonresident Group (continuous meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$174	$179	$184
Nonresident Group (1 time use) (2 hr. limit)	$106	$109	$112
Ormond Beach Business or Resident Group (cont. meetings) - per month; not to exceed once weekly or four times per month; two hour rental period	$122	$126	$130
Ormond Beach Business or Resident Group (1 time use) (2 hr limit)	$68	$70	$72
Additional Chairs & Tables, Set up - Per Meeting	$32	$33	$34
GYMNASIUM RENTAL			
Refundable Deposit	$75	$77	$79
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	$45	$46	$47
1/2 Gym Rental (using divider curtain), per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$113	$116	$119
Non-City Groups - per 2 hour increments	$174	$179	$184
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	$227	$234	$241
Full Gym Rental, per 2 hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$227	$234	$241
Non-City Groups - per 2 hour increments	$348	$358	$369
Ormond Beach Non-profit Groups w/permit [special events - up to 8 hrs]	$453	$467	$481
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility			
occurring during normally scheduled work hours for staff. If occurrence is other than normal			
work hours, fees in addition to those listed will be billed per man hour	$44	$45	$46

PERFORMING ARTS CENTER - CLASSES/PROGRAMS/THEATER GROUPS			
CLASSES/PROGRAMS:	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Theater Surcharge – All producers/directors of a performance will pay a	$1.45 - $5.00	$2.50-$6	$2.50-$6
surcharge for each person attending the performance regardless of method			
of ticket sales or free will offering.			
Summer Theatre Camp- provided by Children's Musical Theatre 70%/30% split	70/30 split	70/30 split	70/30 split
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	$50	$50	$50
PERFORMING ARTS CENTER - FACILITY RENTALS			
Utilities are $25 per day	***F/Y 22/23***	***F/Y 223/24***	***F/Y 24/25***
Sound & Lighting Technical Staff is not included with the standard house.			
Technicians are independent contractors charging $31.00 minimum per hr - 4 hr minimum.			
Equipment rentals are subject to availability, various fees, based on quantity, may be changed.			
An itemized listing of equipment is administered by the Leisure Services Department.			
Studio – Monthly:			
Security Deposit - refundable	$100	$100	$100
Monday thru Thursday	$491	$506	$521
Friday thru Sunday	$544	$560	$577
Studio – One Time Use:			
Security Deposit - refundable	$100	$100	$100
Monday thru Thursday	$273	$281	$289
Friday thru Sunday	$325	$335	$345
Studio - Hourly Use:	$54	$56	$58
Studio Classroom Use:			
Upper classroom - Hourly Fee	$54	$56	$58
Upper classroom - Per day Up to 4 hours	$155	$160	$165
Upper classroom - Per day (4 - 8 hours)	$310	$319	$329
plus custodial charges per hour	$32	$33	$34
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once per week or four times per month.			
Blue Room/Green Room Studio use is based on rental period occurring during normally scheduled work hours for staff. If occurrence is other than normal			
working hours, fees in addition to those listed will be billed at per hour rate. Extraordinary setups or equipment are subject to additional charges.			
COMMERCIAL EVENTS: Auditorium			
Single Use – 1 Performance	$870	$1,398	$1,440
~~Minimum rental~~			
Multi-Use			
~~Minimum rental~~			
First Performance	$873	$1,398	$1,440
plus each additional performance	$756	$1,210	$1,246
Rehearsal and Set Up Rate			
Per day (8 hours)	$325	$335	$345

PERFORMING ARTS CENTER - FACILITY RENTALS (continued.)			
	F/Y 22/23	*F/Y 23/24*	*F/Y 24/25*
Use of Facility for more than 3 days			
Per day for rehearsal and set up	$325	$335	$345
First performance day	$873	$1,398	$1,440
plus each additional performance	$650	$1,040	$1,071
Lectures & Private Meetings:			
Per hour (minimum of 3 hours)	$166	$171	$176
Per day (8 hours)	$870	$896	$923
Other Rental Fees:			
Lobby - Hourly Fee	$38	$39	$40
Lobby - Reception Area Per day Up to 4 hours	$109	$112	$115
Lobby - Reception Area Per day (4 - 8 hours)	$219	$226	$233
plus custodial charges per hour	$32	$33	$34
~~Upper classroom - Hourly Fee~~	~~$54~~	~~$56~~	~~$58~~
~~Upper classroom - Per day Up to 4 hours~~	~~$155~~	~~$160~~	~~$165~~
~~Upper classroom - Per day (4 - 8 hours)~~	~~$310~~	~~$319~~	~~$329~~
~~plus custodial charges per hour~~	~~$32~~	~~$33~~	~~$34~~
Staff Fees:			
(a) A staff member must be on the premises at all times that the building			
is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours, per hour	$68	$70	$72
(b) Additional Custodial Charges per hour rate	$32	$33	$34
Gallery Exhibits (per 2 weeks)	$242	$249	$256
SOCIAL EVENT PERMIT FEE			
A non-refundable fee is required for social event where beer, wine or champagne is	$150	$150	$150
served.(Additional permits, insurance and fees may apply in accordance with State regulations.)			
NON-PROFIT EVENTS:			
All NonProfit Groups must Submit Nonprofit Status Certificate to Obtain Nonprofit Rates.			
Non-profit discounts do not apply to staff fees.			
Single Use – 1 Performance	$381	$700	$721
Multi-Use - Same Day			
First Performance	$381	$700	$721
2nd performance, same day	$125	$560	$577
Multi-Use - 4 Performance Minimum			
Per day	$316	$505	$520
Rehearsal and Set Up Rate			
Per day (8 hours)	$213	$219	$226
plus any labor costs associated with event, per hour	$66	$68	$70
Ormond Beach Community Theater Groups			
Annual Show Stage Rehearsal for up to 8 hours per day	$60	$62	$64

PERFORMING ARTS CENTER - FACILITY RENTALS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Lectures & Private Meetings			
Per hour (minimum of 3 hours)	$74	$76	$78
Per day (8 hours)	$418	$431	$444
Other Rental Fees			
Lobby - Reception Area Per day (8 hours)	$110	$113	$116
plus custodial charges per hour	$31	$32	$33
Upper classroom - Per day (8 hours)	$69	$71	$73
plus custodial charges per hour	$31	$32	$33
Gallery Exhibits (per 2 weeks)	$118	$122	$126
Staff Fees			
A staff member must be on the premises at all times that the building			
is in use. No staff fee is charged during normal working hours.			
Staff fee shall be charged for all hours outside normal working hours at the hourly rate of	$66	$68	$70
If the NET proceeds are donated to the Performing Arts Center, NO rent will be charged.			
The foregoing rental rates shall not apply to events or activities scheduled and approved by Leisure Services Director			
Organization renting facility will be responsible for all costs associated with security, stage labor and any overtime for			
operating personnel, inclusive of box office, ticket-takers, ushers, and custodial.			
RIVIERA PARK			
Small Gazebo and Grounds (i.e., weddings, social gatherings, picnics)	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	$82	$84	$86
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
SANCHEZ PARK			
Pavilion (i.e., weddings, social gatherings, picnics) If electricity is available it will be charged at the rate of $40	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Pavilion is used on a first come, first served basis unless reservations are made.			
Residents Up to 4 hours	$82	$84	$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
SENIOR CENTER			
Senior Center is operated through a lease and use agreement by the Vol. Co. Council on Aging Monday through Friday 8am - 5pm for programs. Rentals are not			
SENIOR CENTER FACILITY RENTALS			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Senior Center Ballroom Rentals are in 4 hour increments.			
Due to lease and use agreement with Volusia Co. Council on Aging, rentals only occur after 5pm weekdays and on weekends.			
Utilities are $25 per day	$23 - $44	$24-$45	$25-$46
For Profit Rates:			
Security Deposit	$100	$100	$100
Ballroom - Monthly Use:	$418	$431	$444
With Kitchen	$477	$491	$506
Security Deposit	$100	$100	$100
Ballroom – One Time Use:	$161	$161	$166
With Kitchen	$219	$226	$233

SENIOR CENTER FACILITY RENTALS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Congregate Dining Room - Monthly:	$265	$273	$281
Security Deposit	$50	$50	$50
Congregate Dining Room - One Time Use:	$110	$113	$116
Security Deposit	$50	$50	$50
*Non-Profit rates are 50% less than for profit rates.			
For Profit rates:			
Conference Room per hour	$31	$32	$33
Security Deposit	$25	$25	$25
Art Room per hour	$52	$54	$56
Security Deposit	$25	$25	$25
Card Room	$37	$38	$39
Security Deposit	$25	$25	$25
Poker Room	$37	$38	$39
Security Deposit	$25	$25	$25
NOTE: Monthly rates apply when room is reserved on a continuous basis; not to exceed once weekly or four times per month.			
Ballroom, Congregate Dining Room, Conference Room, and Art Room use is based on rental period occurring during			
normally scheduled work hours for staff. If occurrence is other than normal work hours, fees in addition to those listed will be billed at current man			
hour rates per hour including overtime if applicable. Extraordinary setups or equipment are subject to additional charges.			
*Non-Profit rates are 50% less than for profit rates.			
SENIOR CENTER CLUBS			
Rates as shown - non-profit discount does not apply	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Granada Squares (Tues. nights 3.5 hours)	$50/wk	$50/wk	$50/wk
Sports Association Meetings	$10/hr	$10/hr	$10/hr
Homeowners Assoc. Meetings	$10/hr	$10/hr	$10/hr
Umpire meetings	$10/hr	$10/hr	$10/hr
Ballroom social dance (Sundays)	$50	$50	$50
City advisory boards	No charge	No charge	No charge
SHUFFLEBOARD BUILDING RENTAL at Ormond Beach Sports Complex			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Rental Up to 4 hours	$231	$238	$245
Rental Up to 8 hours	$460	$474	$488
SOUTH ORMOND NEIGHBORHOOD CENTER			
CENTER ACTIVITY CARDS	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Residents - FREE			
Nonresidents			
Single - Per person per year	$66	$68	$70
Family - Per family per year	$163	$168	$173
Sr. Citizen - Per person per year	$44	$45	$46

SOUTH ORMOND NEIGHBORHOOD CENTER (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
DAILY PASS			
Nonresidents pay per pass Not increased annually	$4	$4	$4
CLASSES/PROGRAMS:			
SUMMER PLAYGROUND PROGRAM			
South Ormond Neighborhood Center			
"Summer Connection Day Camp"			
"Summer Connection Day Camp" is split into 2 – 4 week sessions (Session A			
& Session B). Registration may be for either Session A or B, or both sessions.			
Contingent on school schedule, additional weekly sessions may be offered at additional cost.			
Session A - 4 weeks Resident	$252	$260	$268
Session A - 4 weeks Resident - Scholarship Rate	$23	$24	$25
Session B - 4 weeks Resident	$252	$260	$268
Session B - 4 weeks Resident - Scholarship Rate	$23	$24	$25
Session A - Pay Weekly Resident	$76	$78	$80
Session A - Pay Weekly Resident - Scholarship Rate	$7	$7	$7
Session B - Pay Weekly Resident	$76	$78	$80
Session B - Pay Weekly Resident - Scholarship Rate	$7	$7	$7
SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS			
PAVILIONS, ROOMS, GYMNASIUM, SONC SPLASH PAD			
PICNIC SHELTERS RENTAL If electricity is available, it will be charged at the rate of $40	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
Rental Up to four hours Resident	$82	$84	$87
City Co-Sponsored Groups from Ormond Beach - Permit Required			
MEETING ROOM, ACTIVITY ROOM RENTAL			
Utilities are $25 per day	$25	$25	$25
Refundable Deposit	$75	$75	$75
City Co-Sponsored Groups from Ormond Beach - Permit Required	$45	$46	$47
Ormond Beach Nonprofit Groups (continuous meetings) Once weekly or four times per month	$113	$116	$119
Ormond Beach Nonprofit Groups (One time use) (Two-hour limit)	$61	$63	$65
Nonresident Group (continuous meetings) - per month Once weekly or four times per month	$174	$179	$184
Nonresident Group (One time use) (Two-hour limit)	$106	$109	$112
Ormond Beach Business or Resident Group (continous meetings) - per month, Once weekly or four times per month	$122	$126	$130
Ormond Beach Business or Resident Group(One time use) (Two-hour limit)			
Additional Chairs & Tables, Set up - Per Meeting	$32	$33	$34
GYMNASIUM RENTAL			
Refundable Deposit	$75	$75	$75
Practice/Games/Meetings/Special Events:			
City Co-Sponsored Groups from Ormond Beach - Permit Required	$45	$46	$47
1/2 Gym Rental (using divider curtain), per two-hour increments:			
Ormond Beach Business Groups/Residents - per 2 hour increments	$113	$116	$119
Non-City Groups - per two-hour increments	$174	$179	$184
Ormond Beach Non-profit Groups w/permit (special events - up to 8 hrs)	$227	$234	$241
Full Gym Rental, per two hour increments:			
Ormond Beach Business Groups/Residents - per two-hour increments	$227	$234	$241
Non-City Groups - per 2 hour increments	$348	$358	$369
Ormond Beach Non-profit Groups w/permit (special events - up to 8 hours)	$453	$467	$481
NOTE: Facility use at Nova and South Ormond Centers is based on the use of said facility			
occurring during normally scheduled work hours for staff. If occurrence is other than normal			
work hours, fees in addition to those listed will be billed per man hour	$44	$45	$46

SOUTH ORMOND NEIGHBORHOOD CENTER - RENTALS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
SPLASH PAD RENTAL (So. Ormond Neighborhood Center only)			
Rental - Reservations available only between 8am - 10am (Two-hour mininium) Resident Per Hour	$76	$78	$80
Pavilion Rental in Addition to Splash Pad Rental ADD Per Rental Resident	$82	$84	$87
Note: Splash pad is limited to only 36 children at any given time.			
SPECIAL POPULATIONS			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Camp T. Rec—partnership (residents are from Port Orange, Daytona Beach or Ormond Beach.			
Resident	$276	$284	$293
Camp T. Rec door-to-door transportation--partnership			
Resident	tba	tba	tba
Camp T. Rec Field Trips	included	included	included
Challenger Sports			
Resident	$31	$32	$33
Seasonal Parties, Dinners and Dances			
Resident	$4-$7	$5-$8	$5-$8
Non-resident	$6-$10	$7-$11	$8-$12
Shining S.T.A.R.S. Pageant & Fashion Show Theater Ticket	$6-$11	$7-$11	$8-$12
Resident	$16	$16	$16
Art Activity Programs			
Resident	$24	$25	$26
Social Skills Programs	$31	$32	$33
Partnering agencies will be charged a rental fee for facility usage based on			
departmental facility location	Varies	Varies	Varies
SPORTS			
PARENT SPONSORED YOUTH SPORTS	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Ormond Beach Youth Baseball/Softball Association; Ormond Beach Youth Soccer Club; Ormond Beach Youth Basketball Association; Ormond Beach Youth Football			
DEPARTMENT-RUN YOUTH SPORTS			
Youth Volleyball, Basketball Training League, Flag Football, Girls Basketball, Summer Sports Clinics and other youth sports.			
Youth Volleyball Program Residents	$41-$61	$42-$63	$43-$65
Basketball: Training League Ages 6 & 7 Residents	$59-$87	$60-$90	$62-$93
Youth Flag Football League Ages 6 to 15 Residents	$59-$87	$60-$90	$62-$93
Girls Basketball Residents	$69-$108	$71-$111	$73-$114
Summer Sports Clinics Residents	$59-$87	$60-$90	$62-$93
DEPARTMENT-RUN ADULT SPORTS: *Adult Coed Softball, Adult Coed Volleyball, Men's Basketball League, Men's Softball, Men's Baseball and other adult*			

SPORTS (continued.)			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
Adult Coed Softball Teams			
Cost per team, depending on number of team entries	$465-$748	$479-$770	$494-$793
Adult Coed Volleyball			
Cost per team	$185-$318	$191-$328	$191-$328
(or cost per individual)	$33-$56	$34 - $58	$35 - $60
Men's Basketball League			
Cost per team, depending on number of team entries	$318-$636	$328-$655	$338-$675
Men's Softball League			
Cost per team, depending on number of team entries	$716-$955	$737-$984	$759-$1014
Men's Baseball League			
Cost per team, depending on number of team entries	$1090-$2122	$1123-$2186	$1157-$2252
SPORTS COMPLEX "FERRITTO FAMILY LIMITLESS PLAYGROUND"			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
If electricity is available it will be charged at the rate of $40			
Pavilion (i.e., social gatherings, picnics). Pavilion use is on first come, first served basis unless reserved.			
Rental Up to 4 hours Resident	$82	$84	$87
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
UNLISTED PARKS/PAVILIONS/PLAYGROUNDS/OPEN SPACES not shown elsewhere			
	F/Y 22/23	***F/Y 23/24***	***F/Y 24/25***
(i.e., social gatherings, picnics). Location upon approval of Leisure Services Director/appointee			
Consecutive rentals of pavilions may not exceed more than 6 months, or 26 weeks at one time.			
Rental Up to 4 hours Resident	$82	$84	$87

Leisure Services
Equipment Rental

EQUIPMENT RENTAL FEES			
Equipment	***F/Y 22/23***	***F/Y 23/24***	***F/Y 24/25***
Tables			
60 inch Round Table	$6	$6	$7
6 Foot Banquet Table	$9	$9	$10
8 Foot Banquet Table	$11	$11	$12
Linen			
Table Cloth: 60" x 120"	$9	$9	$10
Table Cloth Round: 120"	$9	$9	$10
Table Cloth Round: 60"	$9	$9	$10
Table Skirting Linen	$12	$12	$13
Chairs			
Chairs	$2	$2	$3
Audio / Visual			
Hand-held Microphone Each	$39	$40	$41
Lavaliere Microphone, Each	$39	$40	$41
Floor Monitor Speakers, Each	$39	$40	$41
Piano	$45	$46	$48
Color Gels	$10	$10	$11
Strobe Light, Daily Rental	$69	$71	$73
Strobe Light, Weekend Rental	$113	$116	$120
Mirror Ball	$39	$40	$41
Podium	$36	$37	$38
Podium with Microphone & Mic Stand	$45	$46	$48
Public Address System: Podium, Speaker Microphone & Stand	$54	$56	$57
50 Foot XLR Cable	$4	$4	$4
Speaker Cables	$4	$4	$4
Wireless Microphone or Regular w/ Stand	$8	$8	$8
Amplifier	$39	$40	$41
Speaker & Stands	$39	$40	$41
Wiring Package: XLR cables, Speaker Cables, Extension cords, Power Strips	$39	$40	$41

Movie Screen	$39	$40	$41
30 x 30' Movie Screen	$150	$155	$159
20' Double-sided Movie Screen	$113	$116	$120
Projection Equipment	$39	$40	$41
Staging & Tents			
Portable Stage Sections (8' X 12')	$440	$453	$467
19 x 36 Hanging Backdrop, Each	$74	$76	$79
Miscellaneous			
Cooler	$4	$4	$5
Motor Coach Electrical Hookup- Per Day	$52	$54	$55
Extension Cords	$4	$4	$4
Power Strip	$4	$4	$4
Service Fees			
Labor Per Hour Set up/Take down - overtime = 1-1/2 x rate	$31	$32	$33
Damage Deposit (Variable Rate)	$25 - $500	$25 - $500	$25 - $500

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-156
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Interlocal Agreement with State Attorney's Office for Prosecution of Code Violations		
Summary:	Most violations of City code are enforced through code enforcement and the magistrate process. Although infrequent, some code violations are treated as criminal misdemeanors. This is a request for approval to enter into an Interlocal Agreement with the State Attorney's Office for prosecution of violations of City ordinances treated as criminal misdemeanors and potentially punishable by incarceration. The attached interlocal agreement authorizes the State Attorney's Office to prosecute violations of the City ordinances that are punishable by incarceration. The State Attorney's Office has agreed to provide services until December 31, 2027 at the rate of $50/hr with the option of one-year extensions thereafter. The City has been under similar agreement with the State Attorney's Office for over a decade, and at the same $50/hr rate. Although the agreement provides for an hourly rate, the State Attorney's Office has not been charging municipalities for the service.		
Financial Impact:	It is not anticipated the costs or expenses in any given contract year will exceed the City Manager's authority of $25,000.		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the attached Interlocal Agreement with the State Attorney's Office.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		

Attachments:	1. 24-156 Interlocal Agr w-State Attorney Ofc (P24-0144G) 2. ORMOND BEACH MOU 2024
Approval:	Kelly McGuire, Finance Director 9/4/2024 Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

RESOLUTION NO. 2024-156

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE ATTORNEY OF THE SEVENTH JUDICIAL CIRCUIT FOR PROSECUTION OF VIOLATIONS OF CITY ORDINANCES PUNISHABLE BY INCARCERATION; 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 an Interlocal Agreement between the City and the State Attorney of the Seventh Judicial Circuit for the prosecution of violations of city ordinances. A copy of the Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), is entered into this _____ day of _____, 2024, by and between the City of Ormond Beach, Florida ("City"), a Florida municipal corporation, whose address is 22 S. Beach Street, Ormond Beach, FL 32174, and R.J. Larizza, duly elected, pursuant to Article V, Section 17, of the Florida Constitution as the State Attorney of the Seventh Judicial Circuit ("State Attorney"), whose address is 251 North Ridgewood Avenue, Daytona Beach, Florida 32114.

RECITALS

WHEREAS, Section 27.02, Florida Statutes, provides that the State Attorney shall appear in Circuit and County courts within his judicial circuit for the purpose of prosecuting violations of special laws and County or municipal ordinances punishable by incarceration if the prosecution is ancillary to a State prosecution, or if the State Attorney has contracted with the City for reimbursement for services rendered in accordance with Section 27.34(1), Florida Statutes; and

WHEREAS, Section 27.34, Florida Statutes, provides for limitations on payments of salaries, and other related costs of State Attorneys' Offices by other than the State, and that a City may contract with, or appropriate or contribute funds to the operation of the various State Attorneys, and that a State Attorney prosecuting violations of special laws or City ordinances punishable by incarceration, and not ancillary to a State charge, shall contract with Cities to recover the full cost of services rendered on an hourly basis or reimburse the State for the full cost of assigning, on or more fulltime, or equivalent, attorney positions to work on behalf of the City; and,

WHEREAS, the City and the State Attorney desire to contract for services rendered on an hourly basis; and,

WHEREAS, an agreement or contract for reimbursement on an hourly basis shall require Cities to reimburse the State Attorney at a rate of fifty dollars ($50.00) per hour; and,

WHEREAS, the City is willing to pay the State Attorney such sum on a quarterly basis in arrears; and,

WHEREAS, the State Attorney is currently providing for the prosecution of violations of special laws or City ordinances punishable by incarceration, and not ancillary to a State charge, when said violations are written by sworn City law enforcement officers, and so is able to reasonably estimate the appropriate time required; and,

WHEREAS, this Agreement sets forth the duration, terms and provisions, rights and responsibilities of both the City and the State Attorney; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the City and the State Attorney to enter into such an Agreement.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, it is agreed by and between the parties as follows:

Section 1: The above recitals are incorporated in the body of this Agreement, and said recitals are adopted as Findings of Fact.

Section 2: If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence part, subsection, other portion or the prescribed application thereof, shall be severable, and the remaining portions of this Agreement and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Section 3: This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Volusia County, Florida.

Section 4: In light of the scope and rationale of this Agreement, neither the City nor the State Attorney may assign, transfer, and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either the City or the State Attorney assign, transfer, or sell any of the rights noted in this Agreement without such prior approval of the other party, then such action on the part of either the City or the State Attorney shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 5: Both the City and the State Attorney acknowledge that this Agreement constitutes the complete agreement and understanding of both parties. Both the City and the State Attorney acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the City and the State Attorney.

Section 6: The duration of this Agreement shall be from the date of execution until December 31, 2027. Either the City or the State Attorney may request a one-year extension of this Agreement by submitting a written request to the other party, no later than sixty (60) days prior to the termination date. Pursuant to a written request by the City, the State Attorney may approve an extension to the Agreement. Subsequent extensions to this Agreement may be handled in a manner similar to that described in

this Section. Should this Agreement fail to be extended within the time frame noted in this Section, then this Agreement will terminate on the final day of the last calendar year to which the Agreement was extended. Such termination requires neither party to provide written notification of termination to the other party.

Section 7: This Agreement may be terminated without cause upon either the City or the State Attorney giving at least thirty (30) days advance written notice to the other party. Such written notice shall indicate that either the City or the State Attorney intends to terminate this Agreement thirty (30) days from the date of notification. Consistent with other provisions of this Agreement, the State Attorney shall be compensated for any services and/or expenses that are authorized under this Agreement and that are performed and/or accrue up to the date of termination of this Agreement. The City will be responsible for payment of any fees, costs and expenses incurred in the performance of this Agreement that are accrued up to the date of termination of this Agreement.

This Agreement may be terminated by either the City or the State Attorney for cause for the following reasons:

1) Assignment of this Agreement by either party, without the prior written approval/consent of the other party;
2) Failure by either party to comply with any obligation noted in this Agreement;
3) Failure by the City to pay for a period exceeding seventy-five (75) days, any amounts due and owing, for authorized services performed by the State Attorney under this Agreement;
4) Failure by the City to budget for the services and/or expenses noted in this Agreement;
5) An exhaustion of funds budgeted for the services and/or expenses noted in this Agreement, without City approval of a subsequent increase in the amount of funds budgeted for the services and/or expenses noted in this Agreement;
6) Any subsequent revisions/change/amendment to the State law that would create an ethical conflict in funding and/or operations between the City and the its Office of County Attorney or State Attorney; and/or,
7) A subsequent revision/change/amendment to State law that would prohibit the City and the State Attorney from entering into this type of Agreement.

Section 8: The State Attorney shall appear in the Circuit and County court criminal divisions within the State Attorney's judicial circuit, by and through the City-Funded Local Prosecutor, for the purpose of prosecuting violations of special laws and City ordinances punishable by incarceration if the prosecution is ancillary to a State prosecution, or prosecuting violations of special laws or City ordinances, when said violations are cited by a City law enforcement officer. The City-Funded Local Prosecutor will be hired by, and subject to the control of, the State Attorney. Consequently, for the purposes of this Agreement, the State Attorney and the City- Funded Prosecutor will be viewed as independent contractors and have independent contractor status.

For purposed of this Agreement, City Funded Local Prosecutor shall mean the person or persons assigned to prosecute violations of special laws or City ordinances, pursuant to this Agreement.

Section 9: The City agrees to pay all fees, costs and/or expenses in accordance with state law which are incurred during the prosecution of any violations of special laws and City ordinances undertaken pursuant to this Agreement. The State Attorney shall bear no expense of actions brought pursuant to this Agreement. The City further agrees to provide separate legal counsel to represent the City in all courts and proceedings concerning the constitutionality of enactment and enforcement of all ordinances or special laws.

For purposes of this Agreement, approved legal services means instances in which the City-Funded Local Prosecutor provides services in accordance with this Agreement.

The State Attorney shall submit to the City an invoice for the fifty dollar ($50.00) per hour fee within forty-five (45) days of the services rendered. If the State Attorney submits an incomplete and/or incorrect invoice, and the City wishes to dispute the invoice in any way, the City will notify the State Attorney within fifteen (15) days of the submission of said invoice by the State Attorney. If there is no dispute filed within such time, the City has waived any dispute to the invoice. If the City submits a dispute, the State Attorney will then have an additional fifteen (15) days in which to submit a complete and/or correct invoice. The City will then have forty-five (45) days from the submission of the amended invoice to reimburse and/or compensate the State Attorney for such approved legal services.

The City may modify this procedure at any time with ten (10) days' notice, so long as the State Attorney agrees, in order to accommodate the budgetary concerns and/or procedures of the City.

Section 10: All notices and other correspondence to the City shall be delivered, either by hand (receipt of delivery is necessary) or by U.S. mail to:

City of Ormond Beach
Joyce Shanahan, City Manager
22 S. Beach Street
Ormond Beach, FL 32174

With a copy to:
Randal A. Hayes, City Attorney
22 S. Beach Street
Ormond Beach, FL 32174

All notices and other correspondences to the State Attorney shall be delivered, either by hand (receipt of delivery is necessary) or by U.S. Mail to:

R.J. Larizza, State Attorney
Seventh Judicial Circuit
The S. James Foxman Justice Center
251 North Ridgewood Avenue Daytona
Beach, Florida 32114-7505

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal on this day and year written below.

City of Ormond Beach, Florida

By:_____
Bill Partington, Mayor

Date:_____

Attest:

By: _____
Joyce Shanahan, City Manager

Date: _____

State Attorney, Seventh Judicial Circuit, State of Florida

By:_____
R.J. Larizza, State Attorney

Date: 8-26-24

Attest:

By: _____

Title: _____

Date: _____

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-157
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	Humane Society Contract FY 2024-2025		
Summary:	This is a request for the execution of a contract between the City of Ormond Beach and Halifax Humane Society, Inc., for providing animal welfare services. To meet the mandates of City ordinances and Florida Statutes with respect to stray animals, animal bites, and animal investigations, the City is required to provide secured facilities to be utilized for the holding and quarantine of these animals. Because the City does not have the facilities or services to meet this requirement, it has contracted with Halifax Humane Society, Inc., since 2014, to successfully provide for the impoundment and care of stray, wild, and domestic animals captured or impounded within the City. The proposed agreement between the City and Halifax Humane Society, Inc. is for a 12-month period beginning on October 1, 2024, and may either be renegotiated upon expiration of the initial period or renewed for up to three 12-month periods, with a 10% increase in fees per renewal.		
Financial Impact:	The FY 2024-2025 budget includes sufficient funding of $38,000 for the anticipated costs of animal welfare services provided by Halifax Humane Society.		
Citizen Impact:	The City remains proactive in its stray animal return procedures implemented by the City Commission since the early 1990's. Due to active engagement of Community Service Officers, more animals are being returned to their rightful owners, which makes both people and pets happy.		

Recommended Action (Staff, Advisory Board and/or Other):	As there are currently no other alternatives other than contracting with the Halifax Humane Society, as it is the sole public facility within northeastern Volusia County, staff recommend approval and execution of the contract with the Halifax Humane Society.
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500
Attachments:	1. 24-157 Humane Society Agr (P24-0085G) 2. HHS FY 25 Contract w Ex. A 3. Contract Letter 2024 Ormond Beach
Approval:	Kelly McGuire, Finance Director 9/6/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/6/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-157

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES BETWEEN THE CITY AND HALIFAX HUMANE SOCIETY, INC.; 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 an Agreement for Services between the City and Halifax Humane Society, Inc. for providing animal welfare services, 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 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The Impounding agency

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **Impounding agency**, a municipal corporation, with its primary address at ("Impounding agency address").

WHEREAS, in order to enforce the ordinances of the Impounding agency and the laws of the State of Florida with respect to stray animals, the Impounding agency desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed humanely.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of October 2024, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2025. The parties shall have the option to extend the contract or enter into contract negotiations if they so desire. This contract may be renewed by the Impounding agency for up to three (3) twelve (12) month periods, with a 10% increase of fees per renewal.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN**:

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the jurisdiction of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs and other stray or seized domesticated animals delivered to the Shelter by the Impounding agency's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding agency for this purpose. The Humane Society will

provide Return to Field (RTF) for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, phone number, and current home and post office addresses and identify the place where the animals involved were located or picked up.

(c) If the Impounding agency delivers an animal to the Shelter for impoundment discovers such animal bears information indicating ownership of the animal, the impounding agency representative shall take reasonable steps to identify the owner of the animal and contact said owner prior to delivering the animal to the Shelter. The impounding representative shall also provide all contact information gathered and documented attempts of contact for the owner/guardian to Halifax. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia Health Department, through its authorized representatives, has expressly approved, in writing, any such release.

(d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding agency's expense for a period of not to exceed three (3) calendar days (unless otherwise provided in this Agreement). If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures**.**

(e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding agency, Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the impounding agency. The Impounding agency representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program (TNR). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding agency person designated by the Police Department. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding agency. Fees for this service are listed in 3.b. under RTF/TNR Cats. The Impounding agency will only be responsible

for services or procedures that are requested and expressly included in this agreement. The Impounding agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

i. The Humane Society and the Impounding agency shall mutually agree on the day(s) of the week that the Impounding agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.

ii. Surgeries may be completed at either:
Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
-Or-
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter, Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

iv. If the Impounding agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost.

v. Upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The Humane Society recognizes that the Impounding agency does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized.

vi. All cats being returned to the Impounding agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

vii. No procedures other than those listed in this document will be paid for by the

Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Impounding agency services provided
- Name of Impounding Agency Rep authorizing service(s)
- Cost for each service provided
- Total cost

viii. The Humane Society will combine and send all invoices to the Impounding agency monthly.

ix. ACO's will notify the Humane Society staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized.

x. The Humane Society will only release RTF cats to the Impounding agency Animal Control Officer unless Impounding agency provided permission for a 3rd party release in writing from the agency's authority.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the Impounding agency pursuant to Paragraph 3(b), as applicable, for:

(i) each dog, cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding agency's designated personnel, Police or Animal Control Officers;

(ii) each stray dog, cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within Impounding agency the jurisdictional limits of the impounding agency and delivered to the Shelter by a private citizen who has provided their full name and contact information. Owner surrendered animals will only be accepted via impounding agency with Supervisor approval from Halifax Humane Society. Owner requested surrenders in the field should be referred to Halifax Humane Society directly; and

(iii) each dog, cat, domesticated animal, injured animal or deceased animal picked up at the request of the Impounding agency by the Humane Society within

Impounding agency jurisdictional limits of the impounding agency.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	**Fee**
Dog or cat (if the cat is not eligible for RTF/TNR program) Impoundment	$156.00
Other domesticated animal	$130.00
Livestock animal	$195.00
Wild animal (Euthanasia)	$ 71.50
Deceased on arrival (Disposal)	$32.50
Quarantined animal (*e.g.*, Rabies)	$390, $39 per day Quarantine period determined by Florida State Statute
Confiscated animal	$130 for the 1st day of impoundment plus $45.50 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	$58.50
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	$58.50
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	$58.50
Forensic calls and staff assistance upon request	Staff Support: $32.50 per hr. Veterinarian Support: $162.50 per hr.

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the Impounding agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding agency account for animals that were not impounded by a an impounding agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

(e) The Humane Society will make a good faith effort to collect the costs incurred for the care of any animal that is served by the Humane Society and later reclaimed by the animal's owner. Collections received by the Humane Society by an animal owner shall be credited against the fees charged to the Impounding Agency. The animal's owner is financially responsible for any services rendered to the animal by the Humane Society and the Humane Society, without indicating that payment is optional, will seek full payment for said services prior to releasing the animal. The Humane Society may release an animal to its owner without payment in the event the animal's owner completes a financial affidavit indicating that the owner qualifies as indigent. The financial affidavit to be used by Humane Society is attached hereto marked as **Exhibit A**. If the attached financial affidavit is completed by the animal owner, the Humane Society may release the animal to the owner without collecting any fees and the Impounding Agency shall be responsible for the charges associated with the released animal as outlined herein. A copy of the animal owner's financial affidavit shall be included in the corresponding invoice to the Impounding Agency. If the Humane Society does not have the animal owner complete a financial affidavit but releases the animal to the owner, the Impounding Agency shall not be charged for any of the fees associated with the animal released.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen

animal that dies during the quarantine period, and will allow the Volusia Impounding agency Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding agency impounding agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS – 828.073, F.S.**: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The Impounding agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. Upon request, a copy of the petition must be submitted by the seizing agent to the Humane Society within ten (10) business days of the request. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal as a stray, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

6. **DANGEROUS DOG LAW**: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding agency may request that euthanasia be performed by the Humane Society when it is the Impounding agency's belief that the dog poses a threat to public safety. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency decision to submit the animal under the Dangerous Dog Law, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED**: All animals whose owners are in police custody, deceased or hospitalized may

be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding agency. The Impounding agency will pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises. The impounding agency agrees to provide next of kin, emergency contact or any other guardian information to Halifax within 3 days of impoundment. Failure to do so by the impounding agency will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION**: Animals seized by the Impounding agency as a result of an owner eviction will be held by the Humane Society for 5 days. The impounding agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of animal confiscated. Impounding agency's representative will provide proof of such notice, agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the Impounding agency.

As the impounding agency, if the Impounding agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding agency's decision to submit the animal as a "stray", except that the cap on the amount and liability of the Impounding agency for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding agency for Humane Society services in the contract year in which the claim arises The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the Impounding agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding agency. If the Humane Society exercises this option, it will provide the Impounding agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide

any services to the Impounding agency.

10. **WAIVER OF BREACH**: The waiver by the Humane Society or the Impounding agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. INSURANCE: Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and noncontributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

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-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the Impounding Agency written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate $2,000,000.00/ Each Occurrence $1,000,000.00
Automobile Liability:	$1,000,000.00
Umbrella Liability:	$1,000,000.00

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

11. **SOVEREIGN IMMUNITY:** The Impounding agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set

by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, email for Impounding Agency, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

a) Keep and maintain public records required by the Impounding agency to perform the services and work provided pursuant to this Agreement.

b) Upon request from the Impounding agency's custodian of public records, provide the Impounding agency 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 Impounding agency.

d) Upon completion of the contract, transfer, at no cost, to the Impounding agency all public records in the possession of the contractor or keep and maintain public records required by the Impounding agency to perform the service. If the contractor transfers all public records to the Impounding agency 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 records stored electronically must be provided to the Impounding agency, upon request from the Impounding

agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding agency.

e) Requests to inspect or copy public records relating to the Impounding agency's contract for services must be made directly to the Impounding agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding agency. If the Impounding agency does not possess the records requested, the Impounding agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding agency or otherwise allow the records to be inspected or copied within a reasonable time.

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

13. **E-VERIFY**: Humane Society shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Humane Society during the term of this Agreement and shall expressly require any sub-contractors performing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Agreement.

13. **MEDIATION**: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES**: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia Impounding agency, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY**: If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS**: This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES**: Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Impounding agency Manager with respect to the Impounding agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the Impounding agency of Volusia, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: _____
Name: Sean Hawkins
Title: Chief Executive Officer
Date: Aug. 23, 2024

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: 8/23/24

IMPOUNDING AGENCY OF VOLUSIA

By: _____
Name:
Title:
Date: _____

ATTEST:

By: _____
Name:
Title:
Date: _____

COUNTY OF VOLUSIA
ANIMAL SERVICES
RETURN TO CUSTODY

DECLARATION OF NO OR LOW INCOME

This form should be completed by an adult household member if the household is claiming no or low income within the last 30 days.

Last Name	First Name	Phone Number

Address	City	Zip

1A. I hereby certify that I do not individually receive income from any of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.)
- Income from operation of a business
- Rental income from real or personal property
- Interest or dividends from assets
- Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits
- Unemployment or disability payments
- Public assistance payments (AFCD, SSI, TANF)
- Alimony, child support, or gifts received from persons not living in my household
- Sales from self-employed resources (Avon, Mary Kay, etc.)
- Any other source not named above

OR

1B. I hereby certify that I am low-income, as defined by Florida law, as a family or individual earning 80% or less of the area median income ($63,075)

2. ☐ I have resources to pay for the daily care of the animal being returned to my custody.

☐ I need access to resources to supplement my source of funds to adequately care for the animal being returned to my custody.

By my signature below, I certify and acknowledge the following:

- That the forgoing is true, complete, and correct.
- Inquiries may be made to verify statements and a request for documentation to verify low or no-income status maybe requested by Volusia County Animal Services.
- That false statements or omissions are grounds for an at large citation if the animal was impounded and the fees not paid upon return to the owner.

Signature	Date

DATE:

May 2, 2024

TO: **City of Ormond Beach**

Thank you for your collaboration with the Halifax Humane Society in delivering essential animal sheltering services. Our existing contract is set to expire on July 1, 2024. We propose extending the current contract service pricing until September 30, 2024, provided that a signed contract for the period of 2024-2025 is in place by July 1, 2024. Attached for your consideration and signature is the contract for the 2024-2025 term. We look forward to your prompt review and response.

There are several items that should be noted:

1. We are partners – both with limited resources. As such, we understand the importance of collaboration and cooperation. We have made no changes to the types of services or the way we provide those services in the contract.
2. Following best practices in animal welfare, we will continue to encourage and offer Return to Field and TNR to all partners.
3. Our fee structure has been updated to reflect a small portion of the increasing cost of sheltering. The rising cost of medications, supplies and necessity items as well as the length of stay of each animal was the predominant reason for this one-time larger increase. The average cost for care for animals entering Halifax Humane Society during its stay is approximately $900. The initial intake process and hold time averages around 1/3 of the total cost for the animal's entire stay. In the interest of continuing to be a good partner and understanding the need to share the burden of meeting the needs of our community we have implemented a percentage increase for all fees associated with the contracted services.
4. To provide clarity for your future budget planning extensions of the attached contract will be available to you for a total of three, one-year extensions at a 10% increase for each renewal.
5. We understand that you may have questions and feedback in reference to this contract. We would invite each of you to please schedule an in-person meeting to discuss this further.
6. A redline version of the contract is not included as there are no changes outside of the fee structure.
7. All partners have continued to make strides in reducing shelter intake and increasing in field reunifications. This has resulted in each of you decreasing the total number of animals impounded annually throughout Volusia County.

Christina Sutherin, Chief Operations Officer
Halifax Humane Society, Inc.
2364 LPGA Blvd. | Daytona Beach, FL 32124
Tel: (386) 331-2662 | www.halifaxhumanesociety.org
Email: christina@halifaxhumanesociety.org

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-158
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Workers' Compensation Claim, Michael Bakaysa		
Summary:	The matter before the City Commission involves consideration of a settlement proposal regarding the workers' compensation claim of deceased employee, Michael Bakaysa. Please refer to the attached memorandum that has been prepared by the City's workers' compensation counsel.		
Financial Impact:	The total settlement amount is $109,267. The City advanced $2,000 to Mr. Bakaysa's family, leaving $107,267 of the settlement amount to be paid from the Workers' Compensation Insurance Fund.		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	The City's claims committee, City Attorney, and City's workers' compensation counsel recommend approval of the proposed settlement.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		
Attachments:	1. 24-158 Bakaysa settlement (P24-0173G) 2. Worker's Comp Counsel memo (Bakaysa)		
Approval:	Kelly McGuire, Finance Director Claire Whitley/Shawn Finley, Assistant City Manager Joyce Shanahan, City Manager		9/6/2024 9/6/2024 9/12/2024

RESOLUTION NO. 2024-158

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

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

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

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

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

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

TO: Honorable Mayor and City Commissioners

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

DATE: August 27, 2024

RE: Settlement of worker's compensation claims involving Michael Bakaysa

Introduction:

This is a request that the City Commission approve a total workers compensation settlement to Michael Bakaysa's surviving spouse and son in the amount of **$109,267,** which includes all attorney's fees and costs. On or about August 26, 2024, the parties reached a contingent settlement agreement. As part of the settlement Mr. Bakaysa's surviving spouse and son will sign a general release in favor of the city for all potential claims of any type except those related to vested benefits. This release does not include any potential PSOB claims the surviving spouse/son may have related to Mr. Bakaysa's death.

Background:

Mr. Michael Bakaysa was hired as a law enforcement officer by the city of Ormond Beach on or about August 7, 2000. On November 15, 2023, while attending a training exercise he experienced a medical emergency. Mr. Bakaysa ultimately passed away on December 1, 2023, survived by his wife and son. After investigation we ultimately determined Mr. Bakaysa's death was the result of a hemorrhagic stroke caused by hypertension. As a result, we accepted the claim compensable under section 112.18, F. S. The compensability entitles the surviving spouse and son to $150,000 in workers compensation death benefits and $7500 in funeral expenses.

Overall

The Claims Committee granted up to the remaining statutory death benefits to settle this claim. As of August 13, 2024, the city had paid $40,733 in death benefits leaving $109,267 remaining. The city already advanced Mr. Bakaysa's surviving spouse and son $2000 of the settlement, so $107,267 is the remaining amount.

Budget impact:

$107,267 would have to be paid within 30 days of approval.

Recommendations:

The City's Claims Committee recommends the City Commission approve the attached resolution approving the settlement of this workers compensation claim for the total sum of $109,267 minus the $2000 advance leaving a net due the surviving spouse and son of $107,267.

Sincerely,

George A. Helm, III

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.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:	RFP - Cross Connection Program Management Services		
Summary:	This item provides public notice of the City's intent to issue a request for proposals (RFP) for the Cross Connection Control Program Management Services, RFP Number 2025-08. In accordance with Florida Administrative Code 62-555.360 and 62-610.419, all testable backflow prevention devices installed throughout the City's service area are required to be tested on a regular basis. The overall intent of these code requirements is to help ensure that the water supply in the City's distribution system does not get contaminated due to a lack of maintenance. In total, the utility department estimates there are approximately 2,500 testable backflow prevention devices in the City's service area. In order to assist the City's and its customers with the required tasks, the City typically contracts with an outside vendor to utilize a software system to inform customers of their testing requirements, establish a secure database for customers to upload their required documents, and to act as a record-keeping database. The City has had an active contract for these services with HydoCorp, Inc. since 2019. The contract is set to expire in November 2024, therefore staff requested to advertise an RFP for these services.		
Financial Impact:	Fund 401-Water & Wastewater Operating fund includes funding for cross connection control program management services.		
Citizen Impact:	Regular upkeep of backflow preventors and the associated documentation throughout the City's service area is essential to meet state statutes and provide reliable service to the City's utility customers.		

Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this request for proposals, unless otherwise directed.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. RFP 2025-08 Cross Connection Control Program Management Services
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**

RFP NUMBER:**2025-08**

RFP OPENING DATE & TIME: **October 22, 2024 at 2:00 pm**

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

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

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

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____
PHONE NUMBER: _____

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

_____
NAME (TYPED)

_____
TITLE

_____
DATED

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

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

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

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

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct

type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
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 PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Ormond Beach invites qualified firms to submit proposals for a contract to provide program management services for an established Cross Connection Control program. These services shall be provided to ensure compliance with Florida Department of Environmental Protection Requirements outlined in Florida Administrative Code 62-555.360 and 62-610.419 for backflow prevention device assembly testing and recordkeeping.

II. SCOPE OF SERVICES

Contractor to provide complete cross connection control data management services:

1. Conduct a project start-up meeting with the City of Ormond Beach Cross Connection Control/Backflow Prevention Program Staff.

2. Provide data transfer for the approximately 2,500 testable commercial, industrial, institutional facilities, subdivision association irrigation systems and miscellaneous water customers with the City of Ormond Beach's service area in the contractor's database. Data will be provided in excel format. City staff will spot check the accuracy of the data transfer and contractor will be required to make any necessary revisions.

3. Update the database to add, edit, or remove commercial and residential customers on at least a monthly basis with data provided by the City. The data base for testable backflow devices needs to include: customer name, address, type of backflow preventer(s) installed, size, serial number, date last tested, and the date testing is due.

4. Maintain and manage the annual testing results and data for all testable backflow prevention assemblies. Coordinate and notify customers in writing using a form letter format acceptable to the City of device testing requirements 30 days prior to due date, follow up notification letter to non-compliant customers one (1) day past due, and final notification letter 30 days past due. Keep records of passing test results received to ensure compliance with testing requirements.

5. Maintain and manage the data for all non-testable backflow prevention assemblies. Database for non-testable devices needs to include customer name, address, installation data and/or repair dates.

6. Participate in conference calls as needed to discuss the program status and specific recommendations as requested.

7. Provide full-time toll-free phone support for customer questions by a trained individual from 8:00 AM until 5:00 PM Monday through Friday, except for holidays.

8. Utilize and provide a cross-connection control software package or database management system that includes as a minimum the following:

    a) Standard notices and forms to support device testing and compliance notices.

    b) Management reports for notices, inventory of devices, device test results, inspection schedules, device test schedules, overdue inspections, and device test forms.

    c) Schedule inspection and device testing notices from internal records, standard procedures and timing as required by the Volusia County approved City of Ormond Beach Cross-Connection Control Plan.

d) Track testable and non-testable devices and compliance requirements.

e) Automatically access all data relevant to a particular facility or period of time.

9. Provide database in its entirety to City Staff in excel format by January 31st; April 30th; July 31st; October 31st; and upon request by the City

10. Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City Staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet. The accessible reports must include, but not be limited to, the following information:

a) Subject Property Business Name and Address
b) Property Owner Name and Address
c) Meter Number
d) BFP information (size, make, model, location)
e) Date due for testing
f) Testing date
g) Dates of written notification(s) sent
h) Current noncompliant backflow devices
i) And any other relevant items as deemed necessary by the Public Work Director, Utilities Manager or their designee

III. 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-year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. The contract duration shall not exceed five (5) years.

IV. COST ADJUSTMENTS

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

V. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- Contractor must demonstrate that they have managed a municipal cross connection program in the state of Florida that was acceptable to the State of Florida Department of Environmental Protection.

- Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet.

- Contractor shall be capable, either as a firm or a team, of providing all professional services as described under "Scope of Work" and to maintain those capabilities for the duration of the contract. Exclusion of any service for the project may serve as cause for rejection.

- Contractor shall have a minimum of five (5) years' experience of continuous municipal cross-connection control management experience.

- The Contractor's Program Manager(s) shall have a minimum of five years' experience managing cross connection control programs for municipal governments OR have received a certificate of completion in the Cross Connection Control Program Manager Course offered by UF-TREEO or equivalent, OR possess an equivalent combination of experience and certification(s) as described in this paragraph.

VI. PROPOSAL PROCESS

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

A. Background of firm:

The proposing firm should submit information regarding the background of their firm and their firm's capabilities. Information to be submitted may include, but is not limited to: identifying the firms skillset and general overview: the firm's web-based test reporting system, phone support services offered, a summary describing the size of the firm, a synopsis of the years of business operations, locations of responding office(s), any business license(s), qualifications of personnel, continuing contracts with other government agencies if applicable, or any other items the proposer feels is pertinent with regard to aiding the City with regard to cross connection services.

B. Experience:

The proposing firm should submit information outlining pertinent experience which demonstrates the firm's capabilities and qualifications with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing applicable resumes of Staff with applicable certifications that may selected to provide service to City Staff during the contract duration, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities or qualifications to the City. The City encourages the proposer to showcase what makes their firm stand out from other potential applicants.

C. Past Performance:

The proposing firm should submit information showcasing pertinent past projects which demonstrates the firm's capabilities with regard to cross connection systems, particular with regard to public utility infrastructure. Information to be submitted may include, but is not limited to: Providing information for at least three (3) applicable customers/projects with appropriate synopsis along with appropriate reference contact information, or any other items the proposer feels is pertinent with regard to demonstrating the firm's capabilities to the City. The City encourages the proposed to highlight any past projects that they have done with the City or any other agencies in Florida.

D. Cost Schedule:

The proposing firm shall submit information showcasing their intended "COST SCHEDULE". Proposing firms to submit their own cost breakdown which best reflects their annual rate of compensation. This cost should reflect all items required for the first year of service.

VII. PROPOSAL SUBMITTAL

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

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

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

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., October 22, 2024.

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

Rob Hart
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
rob.hart@ormondbeach.org

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

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

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

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

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

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

VIII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of members of the Public Works and/or

Engineering Departments. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

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

Evaluation Criteria:

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

Background of firm (25 points)

Experience (25 points)
Past Performance (25 points)
Cost Schedule (25 points)

Responsive proposals will be ranked in each of the criteria

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

Registration Requirements

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

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

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

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

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

4. Service Bond

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder’s Risk

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

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

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

D. Requirements for Certificates of Insurance

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

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City 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
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

_____

_____

_____

PHONE NO.: _____FAX NO.:_____

SUBMITTER'S NAME: _____
(Typed or Printed in Ink)

TITLE:_____

AUTHORIZED SIGNATURE: I, _____
hereby
(Original signature required in each document)

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

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

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

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

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

2.

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

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

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES
(RFP No. 2025-08)

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Company Name

Authorized Signature

Print Name

Title

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 20_____, by_____ and who: ☐ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 8.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report		
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. (Reporting dates may vary since tracking and reporting periods may vary based on the subject.)		
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 - July 2024 2. Capital Improvements Projects, Status Report - August 2024 3. Economic Development Report - August 2024 4. Development Activity Report - August 2024 5. Building Permit Activity - August 2024		
Approval:	Kelly McGuire, Finance Director 9/4/2024 Claire Whitley, Assistant City Manager 9/6/2024 Joyce Shanahan, City Manager 9/12/2024		

Monthly Financial Status Report
July 2024

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.

The first table following this introduction provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Revenues at or above 83% benchmark is favorable, while expenses at or below the 83% benchmark is also favorable.

The airport fund has revenue and expense impacts from FAA grants.
The Impact Fee funds experienced an increase in revenue due to new subdivision (Ridge Haven).

Budget Summary

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	43,461,840	36,431,021	84%	36,345,141	84%
104 - Community Redevelopment	1,609,825	1,559,319	97%	586,106	36%
106 - Ormond Crossing	329,996	301,138	91%	-	0%
107 - Stormwater	4,478,430	2,337,251	52%	1,785,042	40%
108 - Airport	2,725,948	259,601	10%	342,251	13%
109 - Local Law Enforcement Trust Fund	-	11,724	0%	1,621	0%
110 - Economic Development Fund	-	13,872	0%	79,021	0%
115 - Recreation Facility Fee	57,225	51,593	90%	78,957	138%
205 - Financing Debt Service	803,545	669,620	83%	212,456	26%
211 - Debt Service 2005 CIP Note	162,000	130,830	81%	156,545	97%
220 - Debt Service GOB 2010	392,114	390,314	100%	360,448	92%
301 - General Capital Improvement	1,614,840	700,081	43%	1,775,893	110%
302 - General Equipment & Vehicle	290,000	232,080	80%	174,146	60%
305 - Public Safety Vehicle & Equip	2,455,000	958,381	39%	552,592	23%
308 - Transportation	2,121,284	1,449,551	68%	2,659,613	125%
310 - Recreation Impact Fee	100,000	258,474	258%	-	0%
316 - Local Roads Impact Fee	50,000	541,700	1083%	-	0%
317 - Facilities Renewal & Replacement	808,736	902,428	112%	733,663	91%
318 - Stormwater Impact Fee	50,000	29,498	59%	-	0%
319- Police Impact Fees	-	25,399	0%	-	0%
320- Fire Impact Fees	-	31,532	0%	-	0%
322 - Leisure Services Capital Fund	1,149,749	503,371	44%	182,040	16%
401 - Water/Wastewater Operating Fund	24,006,719	19,286,682	80%	20,428,737	85%
408 - Water/Wastewater E&V Fund	250,000	233,929	94%	-	0%
409 - Water/Wastewater Capital	7,000,000	2,970,932	42%	2,878,361	41%
414 - Water/Wastewater Consolidated Debt	5,209,000	3,507,500	67%	852,024	16%
433 - Reuse Impact Fee Fund	-	24,539	0%	11,876	0%
434 - Water Impact Fee	2,772,500	623,991	23%	103,899	4%
435 - Wastewater Impact Fee	675,000	1,068,880	158%	142,801	21%
460 - Solid Waste	13,285,500	13,216,789	99%	9,657,980	73%
502 - Workers Compensation	806,612	681,142	84%	744,968	92%
504 - General Liability	2,455,253	2,729,277	111%	2,559,578	104%
Total	**$ 120,121,116**	**$ 92,132,439**	**77%**	**$ 83,408,030**	**69%**

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 $15.9 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 $3.9 million

Communication Taxes – Communication service taxes collected as of July 2024 are $1.2 million.

Business Tax –Business tax collections amounted to $88,085. 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 July 2024 are $3.83 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax. Through July 2024, the City received a total of $3.9 million in this category. This category was 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 $931,000 in this category through July.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $51,379 as of July 2024.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $1.8 million

Transfers In –Transfers have been recorded in the amount of $4.76 million.

General Fund Revenues - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Property Tax	$ 16,188,466	$ 15,927,585	$ 260,881	98.4%	$ 14,380,260	$ 1,547,325	10.76%
Utility Taxes	4,585,000	3,920,538	664,462	85.5%	3,214,860	705,678	21.95%
Communication Tax Receipts	1,700,000	1,200,364	499,636	70.6%	1,148,573	51,791	4.51%
Business Tax	283,500	88,085	195,415	31.1%	144,688	(56,603)	-39.12%
Licenses, Permits & Fees	5,184,350	3,834,502	1,349,848	74.0%	3,355,116	479,386	14.29%
Intergovernmental	5,256,300	3,911,840	1,344,460	74.4%	3,860,708	51,132	1.32%
Charges for Services	858,138	931,040	(72,902)	108.5%	955,467	(24,427)	-2.56%
Fines & Forfeitures	73,000	51,379	21,621	70.4%	47,683	3,696	7.75%
Miscellaneous Revenues	3,553,765	1,807,929	1,745,836	50.9%	1,767,187	40,742	2.31%
Transfers In	5,709,321	4,757,760	951,561	83.3%	3,982,590	775,170	19.46%
Use of Fund Balance	70,000	-	70,000	0.0%	-	-	0.00%
	$ 43,461,840	$ 36,431,021	$ 7,030,819	83.8%	$ 32,857,131	$ 3,573,890	10.9%

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
NOVA Sports Field Reconstruction	$70,000.00	9/20/2023	Original Budget
Downtown Community Center Design	$783,059.00		
OBSC LED Softball Quad Lighting (add'l funds)	$53,000.00	5/7/2024	Res No. 2024-70
Nova Fields 2-5 (add'l funds)	$44,000.00	5/7/2024	Res No. 2024-71
OBSC Lease True- up	$340,000.00	5/14 workshop	

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $28.2 million of the General Fund gross budget. Expenditures through July 2024 were $23.58 million.

Operating Expenditures - This category includes $13 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through July 2024, $11.3 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $201,000. $72,960 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $1.7 million with $1.37 made through July 2024.

General Fund Expenditures - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
City Commission	$ 398,297	$ 317,077	$ 81,220	79.6%	$ 335,942	$ (18,864)	-5.62%
City Administration	766,686	718,998	47,688	93.8%	573,873	145,125	25.29%
Support Services	436,052	353,473	82,579	81.1%	354,999	(1,526)	-0.43%
City Attorney	897,617	1,134,701	(237,084)	126.4%	699,097	435,604	62.31%
Legislation & Policy	2,498,652	2,524,250	(25,598)	101.0%	1,963,911	560,339	28.53%
Finance	1,126,785	960,998	165,787	85.3%	836,463	124,535	14.89%
Information Technology	1,661,794	1,749,238	(87,444)	105.3%	893,404	855,834	95.79%
Human Resources	610,162	474,701	135,461	77.8%	474,517	184	0.04%
Planning	815,894	626,724	189,170	76.8%	561,443	65,281	11.63%
Building Inspections	1,208,177	1,076,004	132,173	89.1%	868,339	207,665	23.92%
Police Administration	1,197,397	925,709	271,688	77.3%	764,172	161,538	21.14%
Police Operations	7,508,510	6,485,886	1,022,624	86.4%	5,482,410	1,003,475	18.30%
Community Outreach	620,646	454,000	166,646	73.1%	445,730	8,270	1.86%
Criminal Investigations	1,527,310	1,274,514	252,796	83.4%	1,062,489	212,025	19.96%
Community Services	444,250	371,836	72,414	83.7%	341,666	30,170	8.83%
Records	193,324	152,783	40,541	79.0%	134,624	18,159	13.49%
Neighborhood Impr.	496,897	302,357	194,540	60.8%	333,846	(31,489)	-9.43%
Police	11,988,334	9,967,085	2,021,249	83.1%	8,564,937	1,402,148	16.37%
Fire	7,363,742	6,247,801	1,115,941	84.8%	5,687,839	559,962	9.84%
Streets	2,622,263	1,999,525	622,739	76.3%	1,837,380	162,144	8.82%
Engineering	1,251,822	967,070	284,752	77.3%	899,016	68,054	7.57%
Fleet	1,823,290	1,406,035	417,255	77.1%	1,507,961	(101,926)	-6.76%
Public Works	5,697,375	4,372,629	1,324,746	76.7%	4,244,358	128,272	3.02%
Economic Development	410,971	258,656	152,315	62.9%	275,988	(17,332)	-6.28%
Building Maintenance	937,759	813,317	124,442	86.7%	811,325	1,993	0.25%
Administration	819,430	639,572	179,858	78.1%	531,937	107,635	20.23%
Nova Recreation	376,439	335,794	40,645	89.2%	314,415	21,378	6.80%
S. Ormond Neigh. Center	384,201	334,826	49,375	87.1%	292,461	42,365	14.49%
Athletic Fields Mnt.	1,657,484	1,308,216	349,268	78.9%	1,174,438	133,778	11.39%
Parks	2,650,336	2,151,819	498,517	81.2%	2,032,215	119,604	5.89%
Environmental Learning	205,132	184,011	21,121	89.7%	160,700	23,311	14.51%
The Casements	389,713	361,478	28,235	92.8%	271,427	90,051	33.18%
Performing Arts Center	299,738	285,784	13,954	95.3%	225,185	60,599	26.91%
Senior Center	118,154	65,548	52,606	55.5%	69,779	(4,231)	-6.06%
Community Events	246,067	170,676	75,391	69.4%	194,387	(23,711)	-12.20%
Leisure Services	8,084,453	6,651,041	1,433,412	82.3%	6,078,269	572,772	9.42%
Grants & Aid*	91,528	62,615	28,913	68.4%	68,615	(6,000)	-8.74%
Transfers	1,718,073	1,373,400	344,673	79.9%	1,871,940	(498,540)	-26.63%
Contingency	185,900	-	185,900	0.0%	-	-	0.00%
	$ 43,461,840	$36,345,141	$ 7,116,699	83.6%	$32,390,022	$ 3,955,119	12.21%

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. $1.56 million has been received as of July 2024. The growth in miscellaneous income is due to the increase of interest.

Expenditures – A total of $586,000 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	956,586	906,892	49,694	94.8%	951,005	(44,113)	-4.6%
Miscellaneous	500	108,477	(107,977)	21695.4%	54,695	53,782	98.3%
Transfers In	652,739	543,950	108,789	83.3%	437,950	106,000	24.2%
Use of Fund Balance	-	-	-	0.0%	-	-	0.0%
	$ 1,609,825	$ 1,559,319	$ 50,506	96.9%	$ 1,443,651	$ 115,668	8.01%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Planning	$ 131,050	$ 60,850	$ 70,200	46.4%	$ 53,014	$ 7,836	14.8%
Public Works	86,976	236,642	(149,666)	272.1%	38,646	197,996	512.3%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	264,500	288,614	(24,114)	109.1%	173,369	115,244	66.5%
Contingency	927,299	-	927,299	0.0%	-	-	0.0%
	$ 1,609,825	$ 586,106	$ 1,023,719	36.4%	$ 265,029	$ 321,077	121.15%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.58 million with $2.18 million received through July 2024 along with $141,000 in miscellaneous income. The growth in miscellaneous income is due to the increase of interest.

Expenditures – The budget for stormwater expenses is $4.5 million with $1.79 million spent to date.

Stormwater Fund Revenues - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,575,000	2,175,414	399,587	84.5%	2,161,158	14,256	0.66%
Miscellaneous	50,000	161,838	(111,838)	323.7%	97,533	64,305	65.93%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	1,853,430	-	1,853,430	0.0%	-	-	0.00%
	$ 4,478,430	$ 2,337,251	$ 2,141,179	52.2%	$ 2,258,691	$ 78,560	3.48%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2024-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Maintenance	4,031,830	1,573,382	2,458,448	39.0%	1,635,042	(61,660)	-3.77%
Engineering Support	$ 192,607		$ 192,607	0.0%		$ -	0.00%
Transfers Out	253,993	211,660	42,333	83.3%	184,700	26,960	14.60%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 4,478,430	$ 1,785,042	$ 2,693,388	39.9%	$ 1,819,742	$ (34,700)	-1.91%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $22.2 million with $18.8 million collected year to date. The revenue also includes $461,792 budgeted for transfers, of which $384,000 has been received.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $24 million with $19.3 million expended to date. This total also includes $10.9 million in expected transfers, of which $9.1 million have been expensed in as of July.

Water/Wastewater Fund Revenues - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Water/Sewer Charges	$ 22,187,000	$ 18,805,805	$ 3,381,195	84.8%	$ 17,662,851	$ 1,142,954	6.47%
Miscellaneous	60,000	73,065	(13,065)	121.8%	69,189	3,876	0.00%
Transfers In	461,792	384,830	76,962	83.3%	354,910	29,920	8.43%
Intergovernmental	-	22,982	-	0.0%	-	22,982	0.00%
Use of Fund Balance	1,297,927	-	1,297,927	0.0%	-	-	0.00%
	$ 24,006,719	$ 19,286,682	$ 4,743,019	80.3%	$ 18,086,950	$ 1,199,732	6.63%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Utility Billing	$ 1,869,278	$ 1,462,983	$ 406,295	78.3%	$ 1,387,187	$ 75,797	5.46%
Water Production	4,323,844	3,906,202	417,642	90.3%	3,088,237	817,965	26.49%
Water Distribution	1,581,713	1,318,276	263,437	83.3%	1,215,989	102,287	8.41%
Wastwater Treatment	3,728,573	3,311,607	416,966	88.8%	2,816,672	494,935	17.57%
Wastewater Collection	1,577,833	1,325,098	252,735	84.0%	1,089,836	235,262	21.59%
Transfers Out	10,925,478	9,104,570	1,820,908	83.3%	9,462,640	(358,070)	-3.78%
Contingency	-	-	-	0.0%	-	-	0.00%
	$ 24,006,719	$ 20,428,737	$ 3,577,982	85.1%	$ 19,060,561	$ 1,368,176	7.18%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date, $13.2 million has been received.

Expenditures – Personnel, operating, capital expenses and transfers budgeted for 2024 are $13.3 million. $9.7 million has been expended as of July. Year to year variance due to Hurricane Ian.

Solid Waste Fund Revenues - July 2024

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Franchise Fees	$ 2,394,500	$ 1,536,452	$ 858,048	64.2%	$ 1,741,639	$ (205,187)	-11.78%
User Fees	10,890,000	9,595,273	$ 1,294,727	88.1%	7,237,919	2,357,354	32.57%
Miscellaneous	1,000	34,489	$ (33,489)	3448.9%	(9,501)	43,991	-463.00%
Intergovernmental	-	2,050,574	$ (2,050,574)	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 13,285,500	$ 13,216,789	$ 68,711	99.5%	$ 8,970,056	$ 2,196,158	24.48%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2023-24	Remaining Budget	% of Budget	YTD FY 2022-23	$ FY Variance	% FY Variance
Collection & Disposal	$ 9,816,266	$ 7,175,435	$ 2,640,831	73.1%	$ 9,042,479	$ (1,867,044)	-20.65%
Recycling	1,482,796	1,057,985	424,811	71.4%	949,798	108,187	11.39%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,709,480	1,424,560	284,920	83.3%	1,119,970	304,590	27.20%
Contingency	276,958	-	276,958	0.0%	-	-	0.00%
	$ 13,285,500	$ 9,657,980	$ 3,627,520	72.7%	$ 11,112,247	$ (1,454,267)	-13.09%

CIP Status Report as of August 31, 2024

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	95%		$ 203,000	$ 202,155	84%
		Construction	0%		$ 865,000		
		Total			$ 1,068,000	$ 202,155	
Downtown East Granada Utility Undergrounding - Economy Electric		Design/Bidding	100%		$ 20,000	$ 27,500	100%
		Construction	15%		$ 100,000	$ 991,928	8%
		Total			$ 120,000	$ 1,019,428	
Downtown Sidewalk Banding		Design/Bidding	95%				
		Construction	0%				
		Total					
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements - Built Rite Construction of Central FL	HMGP	Design/Bidding	100%				
		Construction	0%			$ 2,118,530	
		Total			$ -	$ 2,118,530	
Stormwater In-Line Check Valves - EMC Divers	SJRWMD	Design/Bidding	100%			In-House	
		Construction	10%			$ 301,833	
		Total			$ -	$ 301,833	
OBSC SW Pond Expansion		Design/Bidding			$ 64,500	$ 62,880	
		Construction	0%				
		Total			$ 64,500	$ 62,880	
Fleming Avenue Pump Station & Force Main	HMGP Pending	Design/Bidding	100%				
		Construction	0%				
		Total			$ -	$ -	
Fund 108 - Airport							
Crosswind Business Park-Zev Cohen & Upham	FDOT	Design/Bidding	10%		$ -	$ 211,570	5%
		Construction	0%				
		Total			$ -	$ 211,570	
Fund 110 - Economic Development							
Runway Drive Ph II - JD Weber Construction	FL Commerce & FDOT	Design/Bidding	100%		$ 195,000	$ 104,695	100%
		Construction	20%		$ 1,112,000	$ 2,855,055	10%
		Total			$ 1,307,000	$ 2,959,750	
Fund 301 - General Fund							
PD HVAC Upgrades - General Mechanical		Design/Bidding	100%	7/19/2022	$ 37,000	$ 37,416	86%
		Construction	90%		$ 225,000	$ 598,596	85%
		Total			$ 262,000	$ 636,012	
PAC Fire Damage Repairs (Insurance Proceeds) - Bomar Construction		Design/Bidding	100%			In-House	
		Construction	40%			$ 626,297	35%
		Total			$ -	$ 626,297	
South Ridgewood Sidewalk East Side - Drewry Site Development	CDBG	Design/Bidding	100%			In-House	
		Construction	99%		$ 130,000	$ 185,976	0%
		Total			$ 130,000	$ 185,976	

CIP Status Report as of August 30, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 308 - Transportation							
Traffic Signal Maintenance-Ph 2 - AM Weigel Construction		Design/Bidding	100%			In-House	
		Construction	0%		$ 71,500		0%
		Total			$ 71,500	$ -	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park - Gametime		Design/Bidding	100%	5/16/2023		In-House	
		Construction	95%		$ 97,000	$ 96,735	90%
		Total			$ 97,000	$ 96,735	
2024 Parking Restoration (shell lots) - Crosswinds Site Development		Design/Bidding	100%			In-House	
		Construction	5%		$ 51,000	$ 24,600	0%
		Total			$ 51,000	$ 24,600	
OBSC Baseball Netting Replacement - AM Weigel Construction		Design/Bidding	100%			In-House	
		Construction	100%		$ 70,000	$ 74,734	100%
		Total			$ 70,000	$ 74,734	
Central Park 1 Playground Equipment Replacement - KorKat		Design/Bidding	95%			In-House	
		Construction	0%		$ 40,000	$ 39,997	0%
		Total			$ 40,000		
Fund 322 - Leisure Services Capital Fund							
Nova Community Park Ballfields 2-5 - AM Weigel Construction	ECHO	Design/Bidding	100%		$ -	$ 15,720	78%
		Construction	100%		$ 340,000	$ 427,152	85%
		Total			$ 340,000	$ 442,872	
OBSC LED Softball Quad Lighting - AM Weigel Construction	ECHO	Design/Bidding	100%		$ -	In-House	
		Construction	20%		$ 800,000	$ 907,459	1%
		Total			$ 800,000	$ 907,459	
Fund 409 - Water/Wastewater System Improvements							
Lift Station Backup Pumps - Thompson Pump	HMGP	Design/Bidding	100%			In-House	
		Construction	20%			$ 255,745	0%
		Total			$ -	$ 255,745	
WRF Upgrades - SGS Contracting		Design/Bidding	100%		$ 136,000	$ 135,642	100%
		Construction	55%		$ 2,000,000	$ 1,068,700	43%
		Total			$ 2,136,000	$ 1,204,342	
2-In Water Main Replacement Ph IV North Peninsula - Clearwater Solutions		Design/Bidding	100%	2/6/2024	$ 200,000	$ 199,872	90%
		Construction	20%		$ 2,600,000	$ 2,503,478	18%
		Total			$ 2,800,000	$ 2,703,350	
SR40 WM Loop with FM Addition		Design/Bidding	95%		$ 75,000	$ 104,275	100%
		Construction	0%		$ -		
		Total			$ 75,000	$ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2	SJRWMD & FDEP	Design/Bidding	30%			In-House	
		Construction	0%				
		Total					

CIP Status Report as of August 30, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	95%		$ 300,000	$ 292,964	91%
		Construction	0%		$ 1,300,000		
		Total			$ 1,600,000	$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	5%		$ 160,000	$ 148,079	5%
		Construction	0%		$ 1,440,000		0%
		Total			$ 1,600,000	$ 148,079	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	95%		$ 270,000	$ 272,800	93%
		Construction	0%		$ 2,430,000	$ 6,904,700	0%
		Total			$ 2,700,000	$ 7,177,500	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-ARBP Seawall		Design/Bidding	95%			$ 93,965	71%
		Construction	0%		$ -		
		Total			$ -	$ 93,965	
Annual Projects Fund 107 - Stormwater							
2024 Stormwater Pipe Lining		Design/Bidding	95%			In-House	
		Construction	0%		$ 950,000	$ 575,150	0%
		Total			$ 950,000	$ 575,150	
Annual Projects Fund 308 - Transportation							
2024 Roadway Resurfacing - Masci General Contractor		Design/Bidding	100%			In-House	
		Construction	95%		$ 750,000	$ 791,358	93%
		Total			$ 750,000	$ 791,358	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	80%		$ 165,000	$ 164,612	81%
		Construction	0%				
		Total			$ 165,000	$ 164,612	

Economic Development Monthly Report

August, 2024

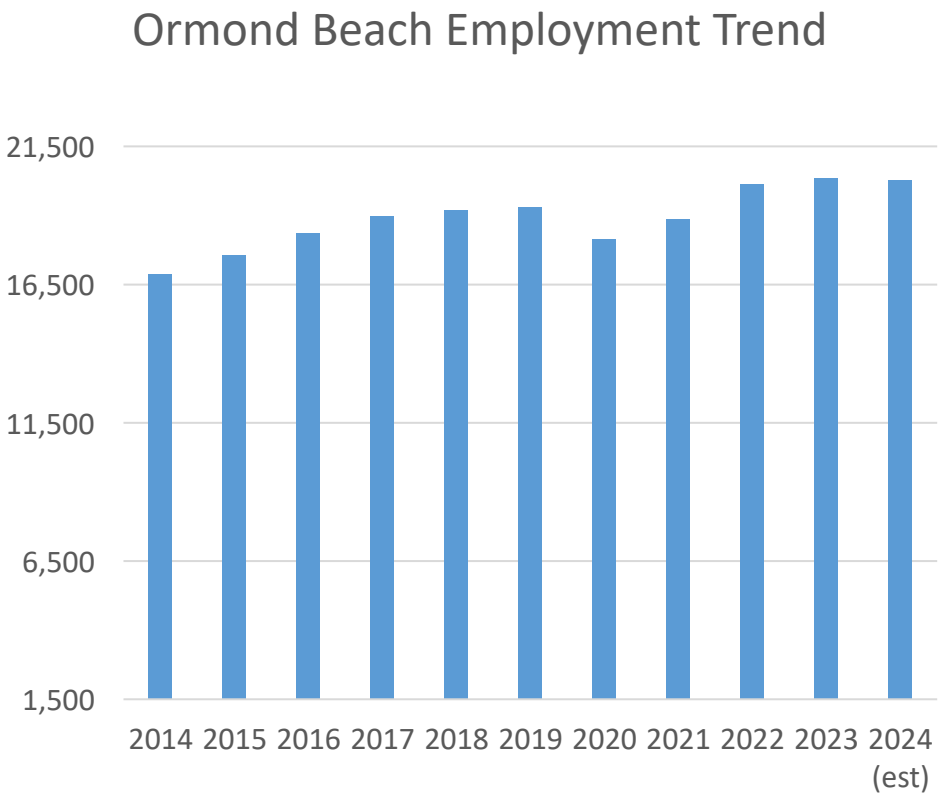
Ormond Beach July Employment

20,273

This is up 0.05% from last year

Ormond Beach Unemployment Rate

3.8%



Notes and Updates:

- **Employment for July** was 20,273 down 0.6% from the same month last year. Employment is down year over year in the metro area and State. The unemployment rate is 3.8%. In the first five months of the year, employment has stayed within a modest range with employment numbers falling slightly since the high in March of 20,489. There were 495 job postings in July – leading industries posting are Health Care, Retail Trade, Admin. Services, and Financial & Insurance.

- **Construction continues** on Business Park Drive in the Airport Business Park. This road will provide for a secondary collector road allowing for improved logistics for existing businesses in the park and provide for additional opportunities of expansion and relocation of target industry to the business park. Construction is estimated to take nine months with completion in the first quarter of 2025.

- **Ormond Crossings** development is moving forward steadily. The City Commission approved a Community Development District (CDD) to be established, which assists the developer in securing funds to begin infrastructure improvements. The first phase of the residential development and the commerce park are being prepared for review all in line with the developer's agreement and master plan.

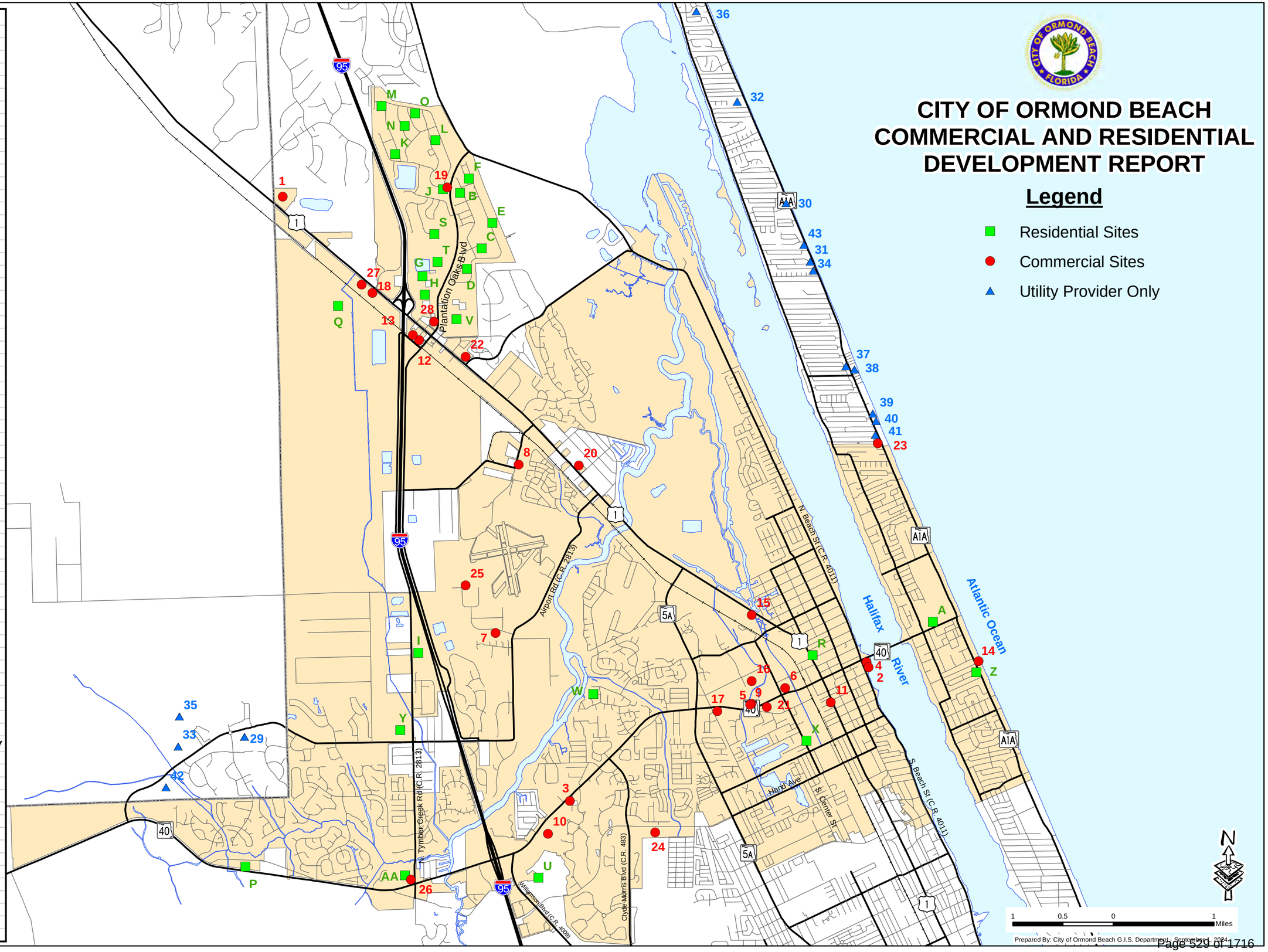
- **Entrepreneurs and small business owners** will have an opportunity to "Learn from the Experts" at the Volusia Business Resources (VBR) Funding Readiness Workshop being held at The Center at Deltona on Oct. 2, 2024. Registration happens here: https://VBR-Funding-Readiness-2024.eventbrite.com

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 2 - Final Plat
C	Archers Mill Phase 3 - Preliminary Plat
D	Archers Mill Phase 4 - Preliminary Plat
E	Archers Mill Phase 5 - Preliminary Plat
F	Archers Mill Phase 6 - Final Plat
G	Bradford Lakes - Final Plat
H	Bradford Park - Final Plat
I	Enclave - Preliminary Plat
J	Fountain View - Amenity Center
K	Fountain View Phase 1B -Final Plat
L	Fountain View Phase 1C - Preliminary Plat
M	Fountain View Phase 1D - Preliminary Plat
N	Fountain View Phase 1E - Preliminary Plat
O	Fountain View Phase 1F - Preliminary Plat
P	Little Tomoka Village
Q	Ormond Crossings Phase 1
R	Ormond Enclave (FKA Courtyards)
S	Plantation Oaks - 2C
T	Plantation Oaks - 2D
U	Regal Multifamily
V	Ridgehaven
W	Rivell Subdivision
X	Stanton Grove
Y	Tattersall at Tymber Creek
Z	Tides Edge - Final Plat
AA	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	A&M Frozen
2	Cassen Park
3	Complete Cardiology Expansion
4	Corbin Avenue ROW Vacation
5	Culvers Restaurant
6	Ellianos OB Granada Blvd
7	Germfree Driveway Expansion
8	Hull Road RV & Boat Storage
9	IHOP
10	Lowes Outdoor Storage
11	MetroNet
12	North Interchange Industrial Flex Space
13	North Interchange Self Storage
14	Ormond Beach Holdings LLC
15	Ormond Beach Self Storage
16	Ormond Beach YMCA Parking Modification
17	Ormond Central Self Storage
18	Ormond Gateway Revision
19	PO OB - Neighborhood Commerical
20	Public House Restaurant
21	Shoppes at Granada Pointe
22	Stor - It
23	Temporary Construction Trailer
24	Tomoka Christian Church
25	Valiant Diner Phase 4
26	Walgreens/Commerical Area Improvements
27	Wawa
28	Woodsprings Suites
ORMOND BEACH - UTILITY PROVIDER ONLY	
29	Amberwoods
30	Baileys by the Sea
31	Baileys by the Sea 2
32	Beachview Cove
33	Brookside at Ormond Station
34	Corinthian Villas
35	Garden Side Phase 2
36	North Peninsula WWTP
37	Ocean Shore Plaza Sewer
38	Regency Plaza Condominium
39	Sands Point Condominium
40	Surf Side Club South
41	Surf Style
42	Woodside
43	Villas at Spanish Waters



Prepared By: City of Ormond Beach G.I.S. Department - September 1, 2024

City of Ormond Beach Commercial Development Report, as of September 1, 2024

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	**A & M FROZEN** 1899 N U.S. Highway 1 SPRC-2024-000031	Expansion of existing site to include the construction of a 50,400 square foot cold storage building and associated site improvements.	04.19.24	05.09.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = 1899 N US HWY 1, LLC
2	**CASSEN PARK** 1 S. Beach Street SPRC-2024-000034	Redesign of city owned Cassen park including relocation of the bait shop, addition of stormwater ponds, and increase in paved parking.	05.17.24	06.09.24	08.27.24			Not applicable	09.12.24	10.15.24				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
3	**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. Acreage = 1.49.	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	60%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
4	**CORBIN AVENUE ROW VACATION** 1 S. Beach Street PZ-2024-000080	Vacation of Corbin Ave right of way from the back of sidewalk along the eastern side of Beach St east to River, (within Cassen Park parcel)	08.08.24	08.28.24				Not applicable	To be determined	To be determined				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = City of Ormond Beach
5	**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		Issued 04.03.24	$2,000,000	Issued 05.31.24	$753,137	60%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
6	**ELLIANOS OB GRANADA BLVD** 353 West Granada Boulevard SPRC-2024-000011	Re-purpose portion of existing Winn-Dixie parking lot to construct an ±800 sf free standing dual drive through only coffee shop with added drive isles, handicap space, and utility services.	01.04.24	01.31.24	05.16.24			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Gmuer Engineering O = Kjump, Inc.
7	**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	Under Constr.		In review	$178,000	Issued 02.16.24	$83,000	0%		E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
8	**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	20%		E = Newkirk Engineering, Inc. O = B Mill Inc
9	**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	01.02.24	01.02.26		Issued 08.16.24	$1,600,000	Issued 07.26.24	706743	20%		E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
10	**LOWE'S OUTDOOR STORAGE** 1340 West Granada Boulevard PZ-2024-000060	Special Exception for outdoor activity and outdoor storage	05.31.24	6.19.24	07.23.24			Not applicable	07.11.24 Approved	08.20.24 Continued 09.18.24				Not applicable	Not applicable	Not applicable	Not applicable			APP = Storch Law Firm O = Lowes
11	**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; Re-issued 05.17.24	$180,000	Issued 02.02.23	$180,000	95%		E = Metro Fibernet LLC O = Coast to Coast Construction
12	**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
13	**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
14	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms,	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		Issued 02.29.24	$34,000,000	Issued 04.12.24	$1,400,000	30%		E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC

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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
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		Pending payment	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 BEACH YMCA PARKING MODIFICATION** SPRC-2024-000033 500 Sterthaus Drive	Modification and expansion of the current parking lot in front of the main building to provide additional parking spaces and provide better means of drop-off and pick-up of children and members at the facility.	04.25.24	05.17.24				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Upham, inc. O = Volusia Flagler Family YMCA
17	**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	01.24.23 & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	$13,488,271	Issued 10.19.23	$523,892	80%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
18	**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
19	**PO OB - NEIGHBORHOOD COMMERCIAL** 1730 Plantation Oaks Boulevard SPRC-2024-000023	Construction of a 2-story, 25,520 square foot building with air conditioned storage on 2nd floor.	03.13.24	04.12.24	06.19.24			06.10.24	07.11.24	08.20.24 & 09.04.24				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc.
20	**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	01.12.24	01.12.26		Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
21	**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	01.12.24		Not applicable	Not applicable	Not applicable	02.16.24	02.16.26		In review	$2,030,000	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
22	**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 Approved	01.24.23 & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	$7,000,000	Issued 06.13.23	$821,773	65%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
23	**TEMPORARY CONSTRUCTION TRAILER** 1030 Ocean Shore Boulevard SPRC-2024-000030	Temporary construction trailer/office associate with FDOT project.	04.12.24	05.01.24				Not applicable	To be determined	To be determined				Not applied	Not applied	Not applied	Not applied			E = LAV Engineering, LLC O = Candia South Branch Brook Holdings LLC
24	**TOMOKA CHRISTIAN CHURCH** 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure.	12.07.23	12.21.23	02.29.24	04.08.24	05.22.24	02.22.24	03.14.24 (Approved)	04.16.24 (Approved)	08.18.24	08.18.26		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = Tomoka Christian Church
25	**VALIANT DINER, PHASE 4** 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet.	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	$1,279,800	Approved	$150,000	75%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
26	**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.
26	**WALGREENS REVISIONS** 2001 West Granada Boulevard SPRC-2024-000013	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site.	02.05.24	03.06.24	03.22.24	05.16.24		Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
27	**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
28	**WOODSPRINGS SUITES** 1119 Benton Street PZ-2024-000073	122 room Woodsprings Suites	07.28.24	07.24.24				Required	Required	Required				Not applicable	Not applicable	Not applicable	Not applicable			E = Germana Engineering

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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
Ormond Beach is Utility Provider Only																				
29	**AMBERWOODS** Flagler County PZ-23-00000078	Utility connection, Flagler County for 40 lots on 14.39 acres	07.31.23	08.15.23	11.06.23	12.18.23		Outside City	Outside City	Outside City	01.12.24	01.12.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
30	**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					Outside City	Outside City	Outside City	11.26.23	Under constr.		Not applicable	Not applicable	Issued 07.19.24	$536,995 (Utilities only)	10%		O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
31	**BAILEYS BY THE SEA 2** 2020 Ocean Shore Boulevard SPRC-2024-000026	Utility connection, Ormond By the Sea, 2 multi-family buildings units with 8 total units	03.27.24	04.19.24				Outside City	Outside City	Outside City	07.26.24	07.26.26		Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
32	**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 (Utilities Only)	75%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
33	**BROOKSIDE AT ORMOND STATION** Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23				Outside City	Outside City	Outside City	05.17.24	05.17.26		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	**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	Under constr.		Not applicable	Not applicable	Issued 09.15.23	$356,177 (Utilities only)	95%		E = Clearwater Solutions, LLC O = Corinthian Villas
35	**GARDEN SIDE, PHASE II** Flagler County SPRC-2024-000021	Flagler County utility connection,89 lots on 40.145 acres	03.05.24	04.04.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	**NORTH PENINSULA WWTP** SPRC-2024-000027 16 Seabridge Drive	Converting the existing WWTP to City owned and maintained master lift station and associated 6-in FM from Seabridge development to connection on A1A.	04.02.24	04.24.24	07.15.24			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Kimley-Horn and Associates APP = Central States Water Resources, Inc.
37	**OCEAN SHORE PLAZA SEWER** 1452 Ocean Shore Boulevard SPRC-2024-000025	Construction of new private lift station to connect to city sewer in Ormond by the Sea	03.21.24	04.17.24				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Ocean Shore Plaza
38	**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	Issued 01.08.24	$257,165 (Utilities only)	85%		E = Saltus Engineering, Inc. O = Regency Plaza Condominium
39	**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 (Utilities only)	95%		E = Robert Marshall. P.E. O = Sands Point Condominium
40	**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	Issued 04.22.24	$250,000 (Utilities only)	50%		E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
41	**SURF STYLE** 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
42	**WOODSIDE** PZ-23-00000090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23	03.04.24			Outside City	Outside City	Outside City	05.06.24	Under Const		Not applicable	Not applicable	Issued 08.26.24	$1,526,866 (Utilities Only)	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
43	**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

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City of Ormond Beach Residential Development Report, as of September 1, 2024

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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 2 PRELIMINARY PLAT** 313 Bracer Way 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	Under construction	Issued 11.27.23	$1,883,146.98	95%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	**ARCHER'S MILL PHASE 3 PRELIMINARY PLAT** 3016 Bonspiel Drive 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.
D	**ARCHER'S MILL PHASE 4 PRELIMINARY PLAT** 3150 Arch Avenue PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23	10.23.25	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	**ARCHER'S MILL PHASE 5 PRELIMINARY PLAT** 3343 Bonspiel Drive 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	10.17.25	Issued 11.27.23	$1,225,490.57	70%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 6 PRELIMINARY PLAT** 3665 Bonspiel Drive 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	Under construction	Issued 11.27.23	$2,668,369.85	70%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	**ARCHER'S MILL PHASE 6 FINAL PLAT** 3665 Bonspiel Drive PZ-2024-000035	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	03.08.24					Required	05.09.24 (Approved)	7.23.24 & 08.06.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	**BRADFORD LAKES PRELIMINARY PLAT** 140 Bradford Lakes Way PZ-23-00000042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23, 1st 07.19.23 2nd	09.15.23, 3rd	11.22.23, 4th 02.07.24 5th	02.29.24	Not Required	08.10.23 (Approved)	09.20.23 (Approved)	03.08.24		Issued 05.08.24	$3,586,560.00	25%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.
G	**BRADFORD LAKES FINAL PLAT** 140 Bradford Lakes Way PZ-2024-000071	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	06.26.24	07.16.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
H	**BRADFORD PARK PRELIMINARY PLAT** 1175 Bradford Park Way SPRC-2024-000012	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23 3rd 12.21.23 4th		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	03.04.24		Issued 05.08.24	$2,855,823.00	25%	E = Parker Mynchenberg & Associates, Inc. O = Meritage Homes of Florida, Inc.

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H	**BRADFORD PARK FINAL PLAT** 1175 Bradford Park Way PZ-2024-000072	180 townhomes and associated site improvements on 25.31 acres.	06.26.24	07.15.24				Not Required	08.08.24 (Approved)	09.18.24 & 10.02.24			See Preliminary Plat	See Preliminary Plat	See Prem. Plat	A = Poulos & Bennett, LLC O = Meritage Homes of Florida, Inc.
I	**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	07.26.24		Not Required	09.14.23 (Approved)	10.17.23 (Approved)			Not applied	Not applied		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
J	**FOUNTAIN VIEW, AMENITY CENTER** 1400 Fountain View Street SPRC-2024-000022	Modification to approved site plan. A 5,040 square foot amenity center with pool and associated improvements	03.07.24	03.30.24	06.21.24			Not Required	Not Required	Not Required	07.07.24	07.07.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	**FOUNTAIN VIEW PHASE 1B, PRELIM. PLAT** 1177 Fountain View Street PZ-23-00000084	137 lots on 77.91 acres Plantation Oaks PRD (Phase 1)	09.22.23	10.15.23	12.12.23	1.29.24		Not Required	01.11.24 (Approved)	2.20.23 (Approved)	02.27.24	Under construction	Issued 02.29.24	$4,090,127.00	80%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	**FOUNTAIN VIEW PHASE 1C, PRELIM. PLAT** 1160 Fountain View Street SPRC-2024-000007	141 lots on 90.33 acres, Plantation Oaks PRD (Phase 1)	12.11.23	01.10.24	03.01.24			Not Required	02.08.24	04.02.24	05.06.24	05.06.26	Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
M	**FOUNTAIN VIEW PHASE 1D, PRELIM. PLAT** 1789 Houmas Street SPRC-2024-000016	103 lots on 62.14 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.15.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	**FOUNTAIN VIEW PHASE 1E, PRELIM. PLAT** 1587 Nottoway Circle SPRC-2024-000017	110 lots on 36.20 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.18.24				Not Required	04.11.24 (Approved)	05.21.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	**FOUNTAIN VIEW PHASE 1F, PRELIM. PLAT** 1130 Evelyton Lane SPRC-2024-000018	97 lots on 32.13 acres, Plantation Oaks PRD (Phase 1)	02.08.23	03.21.24				Not Required	04.11.24 (Approved)	06.04.24 (Approved)			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	**LITTLE TOMOKA VILLAGE** 2425 West Granada Boulevard PZ-2024-000068	Developm ent of a 31 lot subdivision and parcel for a House of Worship	06.12.24	07.03.24				Required	Required	Required			Not applied	Not applied		E = Zev Cohen and Associate APP = Cobb Cole
Q	**ORMOND CROSSINGS, TEXT AMENDMENT** Ormond Crossings PZ-2024-000089	Request for a text change to the Master Development Plan included in Ordinance 2013-50 to allow for single family residential units.	08.20.24	In review				Not Required	Required	Required			Not applied	Not applied		E = Poulos & Bennett, LLC O = Ormond Crossings West, LLC
R	**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

* 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 September 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
S	**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	Issued 09.17.21	$3,044,572	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
T	**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	Issued 09.17.21	$1,784,746	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
U	**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
V	**RIDGEHAVEN PRELIMINARY PLAT** 1066 Cliffhaven Court 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 Revision 02.01.24	Under construction	Issued 12.21.23	$6,950,757	65%	O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
V	**RIDGEHAVEN AMENITY CENTER** 1066 Cliffhaven Court SPRC-2024-000032	The project consists of modifying the amenity area site plan	04.23.24	05.17.24	07.12.24			Not Required	Not Required	Not Required			See Preliminary Plat	See Preliminary Plat		O = Meritage Homes of Florida, Inc. E = Parker Mynchenberg & Associates, Inc.
W	**RIVELL SUBDIVISION** 100 Rivell Trail SPRC-2024-0000032	Residential subdivision converting one 5.16 acre lot into 4 lots of record	02.05.24	03.07.24				Not Required	Required	Required						E = Newkirk Engineering, Inc O = Marie Lilienstern
X	**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		E = Newkirk Engineering O = Stanton Grove, LLC
Y	**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	1.29.24 03.06.24	05.22.24	01.18.24	02.08.24 (Approved)	05.07.24 (Approved)	06.12.24	06.12.26	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
Z	**TIDES EDGE PRELIMINARY PLAT** 300 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	Under construction	Approved	$718,460	85%	E = Parker Mynchenberg & Associates, Inc. O = Ormond Beach Holdings, LLC
AA	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard SPRC -2024-000015	270 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	3.4.24				06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)	03.20.24	03.30.26	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 or only**	**City Commission, 2nd reading**
PZ-24-037	Plantation Oaks, Neighborhood Commercial Amendment, Planned Residential Development Amendment, 1730 Plantation Oaks Boulevard	This is a Planned Residential Development (PRD) amendment submitted by Plantation Oaks of Ormond Beach LLC. The PRD allowed a neighborhood commercial parcel with certain uses permitted and the amendment seeks to allow Warehouse Indoor Mini Rental as a permitted use. The 1.58-acre Neighborhood Commercial property is located at 1730 Plantation Oaks Boulevard.	07.11.2024 (Approved)	08.20.2024 (Approved)	**09.04.2024**
PZ-24-060	Lowe's Home Improvement Store, Special Exception for Outdoor Activity, 1340 West Granada Boulevard	This is a request submitted by Joseph Posey, Esquire-Storch Law Firm, on behalf of the property owner, Lowe's Home Centers, LLC, f/k/a Lowe's Home Centers, Inc. for a Special Exception to authorize an outdoor activity use. The application seeks to expand the previously approved permanent outdoor storage, display, and sales of merchandise areas approved by Special Exception, Resolution 2021-73, under certain conditions, at the Lowe's home improvement store. The subject property is located at 1340 West Granada Boulevard and is zoned B-8 (Commercial) and SE (Special Environmental).	07.11.2024 (Approved)	08.20.2024 (Continued)	**09.18.2024**
PZ-24-070	First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards	This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process	08.08.2024 (Approved)	**09.18.2024**	**10.02.2024**
PZ-24-071	Bradford Lakes, Final Plat	This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.	08.08.2024 (Approved)	**09.18.2024**	**10.02.2024**
PZ-24-072	Bradford Park, Final Plat	This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard.	08.08.2024 (Approved)	**09.18.2024**	**10.02.2024**
PZ-24-085	RidgeHaven Road Name Changes	This a request to change two street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven Avenue. On June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for the RidgeHaven subdivision for a subdivision of 286 lots on approximately 103.45 acres. The RidgeHaven subdivision is built around undeveloped parcels (enclaves) which are not are of the subdivision which are owned by individuals not associated with the subdivision development.	NA	**09.18.2024**	**10.02.2024**
Note: City Commission items are based upon the best information available as of the publishing of this report and are subject to change. 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 - September 4, 2024 - Training Room City Hall - 6:00 p.m.		
PZ-24-077	225 Coventry Court	This is an application from Michael Iafanti, property owner of 225 Coventry Court. The property is zoned R-4 and Section 2-17(B)(12)(b) of the Ormond Beach Land Development Code requires a 20' rear yard setback. The existing single-family home has an existing non-conforming rear setback of 15.6'. The variance seeks to allow the construction of a 12' by 21' hard roof screen room with a rear setback of 3', requiring a variance of 17' to the required 20' rear yard setback.
Note: Board and Adjustment and Appeals information is based upon the best information available as of the publishing of this report and are subject to change. Board and Adjustment and Appeals agendas are available at: https://www.ormondbeach.org/218/Board-of-Adjustments-Appeals For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning public hearing items

Landscape Article Update - meeting with City Landscape Architect - September 10, 2024, 2pm at Room 103 of City Hall		
NA	Landscape Article Update	City staff are drafting amendments to Chapter 3, Performance Standards, Article 1 – Landscaping of the Land Development Code. A webpage has been established (https://www.ormondbeach.org/1058/Landscaping-Updates) to provide a draft of the Land Development Code changes and to provide a tentative schedule. There is a meeting scheduled for September 10, 2024 at 2:00 pm in Room 103 (City Commission Conference Room) to obtain any input from anyone interested in the landscaping update. This meeting is designed to provide an overview of the proposed changes and obtain any input. In addition to the in-person option, this meeting will also be offered virtually through Zoom: (https://ormondbeach.zoom.us/j/89672054947?pwd=rnLwy6aVsDd0zU7JTQeS4OugquHD1i.1) The Land Development Code amendments would require review by the Planning Board and action by the City Commission. City staff are available to meet upon request. Requests to meet on the landscaping updates can be sent to Cara Culliver, Landscape Architect, Cara.Culliver@ormondbeach.org.
Webpage: https://www.ormondbeach.org/1058/Landscaping-Updates		

Leisure Services Advisory Board - September 11, 2024		
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Recreation and Open Space Element and (2) Cultural and Historical Resources Element.
Note: Leisure Services Advisory Board information is based upon the best information available as of the publishing of this report and are subject to change. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - September 12, 2024 - City Commission Chambers - 6:00 p.m.		
PZ-090	Cassen Park Redevelopment Plan, Special Exception, 1 South Beach Street	This is an administrative application submitted by the City of Ormond Beach for a Downtown Redevelopment Plan Special Exception to allow for redevelopment of Cassen Park located at 1 South Beach Street. Section 2-70(m) of the Land Development Code allows site redevelopment for properties located within the Downtown Overlay District that cannot meet Land Development Code standards due to nonconformance or other site constraints.
PZ-081	Land Development Code amendment, Electronic Changeable Copy Signage	This is an administrative request to amend Chapter 3, Performance Standards, Article IV, Sign Regulations, Section 3-47, Business Premise Signs, Subsection G, Electronic changeable copy signs of the Land Development Code. The amendments propose to expand the allowance of electronic changeable copy signs and establish conditions of operations and permitting.
PZ-24-082	Land Development Code amendment, Live Local Act	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-39, Reserved, of the Land Development Code to provide regulatory guidance in accordance with the Live Local Act as provided in Florida Statutes.
PZ-24-083	Land Development Code amendment, Accessory Uses, Outdoor Activities	This is an administrative request to amend Chapter 2, District and General Regulations, Article III, General Regulations, Section 2-50, Accessory Uses, subsection (w) Outdoor Activities of the Land Development Code. The amendment proposes to update the conditions and permitting requirements for outdoor activities.
PZ-24-004	Zoning Districts Review Discussion Item	This is an administrative action to review the Ormond Beach zoning districts, including the uses of the: (1) SE, Special Environmental, (2) REA, Rural Estate/Agricultural, (3) RR Rural Residential, (4) SR, Suburban Residential, (5) T-1, Manufactured/Mobile Home, (6) T-2, Mobile Home. The review includes a discussion of the definition of uses and conditional & special exception criteria. Any recommended changes would require a separate action as a Land Development Code amendment.
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of (1) Plan Administration and (2) Future Land Use Element.
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.		

Historic Landmark Preservation Board - September 23, 2024 - Room 103 of Ormond Beach City Hall - 4:00 p.m.		
PZ-2024-084	Comprehensive Plan 2045 Update	Comprehensive Plan 2045 update: Discussion of Cultural and Historical Resources Element.
Website: https://www.ormondbeach.org/1057/Comprehensive-Plan-2045-Update		

Partial report as of August 28, 2024

PERMIT ISSUANCE SUMMARY (08/01/2024 TO 08/28/2024)
FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Detached Accessory Structure	2	560	$7,001.00	$308.25
	Dock/Seawall	1	333	$0.00	$93.25
	Electrical	8	0	$83,425.00	$924.50
	Exterior	6	26,237	$849,588.56	$4,322.06
	Interior Build Out	4	31,434	$908,000.00	$9,478.36
	Mechanical	17	4,993	$189,457.47	$2,332.75
	New Construction	1	0	$1,600,000.00	$29,272.09
	Reroof	8	15,614	$111,491.00	$1,082.46
	Signage	18	524	$119,014.00	$2,664.39
	Wall, Structural	1	16,785	$220,000.00	$1,394.85
	BUILDING NON-RESIDENTIAL TOTAL:	**66**	**96,480**	**$4,087,977.03**	**$51,872.96**
Building Residential	Demolition, Complete	1	0	$11,000.00	$466.47
	Detached Accessory Structure	7	2,155	$91,501.00	$1,160.03
	Dock/Seawall	2	1,426	$51,000.00	$696.01
	Electrical	18	0	$56,701.00	$1,815.70
	Exterior	69	6,683	$686,543.39	$9,723.44
	Gas	10	40	$77,829.00	$1,072.69
	Generator	10	994	$99,251.74	$1,967.96
	Interior	4	2,580	$149,700.00	$1,476.71
	Manufactured/Mobile Home	2	3,196	$136,678.00	$9,909.53
	Mechanical	82	8,003	$695,719.74	$6,311.50
	New Construction, Addition	19	3,390	$60,517.60	$2,057.57
	New, Single Family Residential	10	22,303	$3,198,677.20	$107,231.84
	Outside the City Utility Permit	11	19,810	$404,597.00	$69,751.00
	Plumbing	10	4	$31,537.90	$751.75
	Pool/Spa	5	1,874	$254,500.00	$2,629.20
	Reroof	69	103,553	$1,273,684.64	$11,069.50
	Screen Enclosure	6	4,411	$77,452.00	$1,068.70
	Solar	8	0	$294,895.50	$2,850.91
	Utility Connection Permit (UCP)	1	106,140	$13,488,271.00	$375.00
	BUILDING RESIDENTIAL TOTAL:	**344**	**286,562**	**$21,140,056.71**	**$232,385.51**
Engineering Residential	Tree Removal	39	0	$0.00	$730.00
	ENGINEERING RESIDENTIAL TOTAL:	**39**	**0**	**$0.00**	**$730.00**
Fire Non-Residential	Fire Protection Systems	4	210,113	$371,104.00	$717.24
	FIRE NON-RESIDENTIAL TOTAL:	**4**	**210,113**	**$371,104.00**	**$717.24**
LDC Non-Residential	LDC	1	0	$2,582.00	$75.00
	Special Event Permit	2	0	$1.01	$0.00
	LDC NON-RESIDENTIAL TOTAL:	**3**	**0**	**$2,583.01**	**$75.00**
LDC Residential	Garage Sale	60	0	$168.00	$285.00
	LDC	34	0	$169,461.38	$2,300.00
	Residential Subdivision SPRC Site Im	1	0	$1,526,866.00	$38,171.65
	LDC RESIDENTIAL TOTAL:	**95**	**0**	**$1,696,495.38**	**$40,756.65**
	GRAND TOTAL:	**551**	**593,155**	**$27,298,216.13**	**$326,537.36**

** 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

September 18, 2024 - City Commission

Number: 9.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-26
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendment, Houses of Worship Conditions		
Summary:	This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment. The amendment is to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37). The House of Worship is requesting to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process. The Planning Board reviewed the proposed Land Development Code amendment at the August 8, 2024, meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed Land Development Code amendment.		
Financial Impact:	None		
Citizen Impact:	This amendment requires a public hearing for applications seeking a principal House of Worship building with less than a 100-foot setback within the rear or side yards. No citizen impact is anticipated.		
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of a Land Development Code amendment allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of		

	worship abuts a single-family use through the Special Exception process.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-26 HOW LDC Amendment (P24-0167G) 2. 08.08.2024, House of Worship, LDC Amendment, PB Report 3. 08.08.2024, Planning Board minutes, House of Worship 4. Ordinance BIE, HOW LDC Amend
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

ORDINANCE NO. 2024-26

AN ORDINANCE 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, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to 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, Subsection (37), Houses of worship, of the City of Ormond Beach *Land Development Code* by amending the conditions for houses of worship, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on August 8, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c), *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. Subsection (37), Houses of worship, of 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.

(37) *Houses of worship.* Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). <u>If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then setback reduction allowances may be made through the Special Exception process and site-specific review.</u> No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

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

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, phrase, clause, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code (LDC) Amendment First United Methodist Church, Setbacks on the Rear and Side Yards

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATES:	September 18, 2024 (1st Reading) October 2, 2024 (2nd Reading)
APPLICANT:	Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church
PROJECT NUMBER:	PZ-2024-070
SUBJECT:	LDC amendment: Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship
PLANNING STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process.

SECTION 2, BACKGROUND: First United Methodist Church representatives met with the Site Plan Review Committee (SPRC) on February 7, 2024, to discuss expansion and redevelopment. First United Methodist Church is at 336 South Halifax Drive and is zoned as R-2, Single-Family Low Density. In 1993, with Resolution 93-38, First United Methodist Church was approved as a Special Exception with a site plan and a number of site-specific conditions.

A House of Worship is identified as a Special Exception use within the R-2 zoning district and is required to comply with criteria established within Section 2-57 of the Land Development Code that is listed below:

> (37) *Houses of worship.* Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

A key issue identified at the Site Plan Review Committee meeting was the requirement of subsection (c), which requires principal buildings to be located one hundred feet (100') from the side and rear property line abutting such district or use. The existing First United Methodist Church does not meet these requirements. The conceptual plan presented to the Site Plan Review Committee removed existing buildings closest to the residential uses and proposed a new building with increased setbacks to the residential uses. The applicant submitted a Land Development Code to allow a mechanism to reduce the required rear and side yard setbacks of 100 feet for a principal building that abuts a residential use through a Special Exception (public hearing process). A Special Exception would require (1) Site Plan Review Committee review, (2) a neighborhood meeting, (3) a Planning Board review and recommendation, and (4) City Commission action.

SECTION 3, ANALYSIS: The proposed Land Development Code amendment is applicant-initiated based on a specific property. It is important to note that the Land Development Code amendment would apply citywide. Houses of Worship are allowed as follows:

Exhibit 1: Zoning process for Houses of Worship

Zoning	Process	Approving Entity
SE, Special Environmental	Not Permitted	Not Permitted
REA, Rural Estate Agricultural	Special Exception	City Commission
RR, Rural Residential	Special Exception	City Commission
SR, Suburban Residential	Special Exception	City Commission

Zoning	Process	Approving Entity
R-1, Residential Estate	Special Exception	City Commission
R-2, Single-Family Low Density	Special Exception	City Commission
R-2.5, Single-Family Low-Medium Density	Special Exception	City Commission
R-3, Single-Family Medium Density	Special Exception	City Commission
NP, Neighborhood Preservation	Special Exception	City Commission
R-4, Single-Family Cluster and Townhouse	Special Exception	City Commission
R-5, Multifamily Medium Density	Special Exception	City Commission
R-6, Multifamily Medium-High Density	Special Exception	City Commission
T-1 Manufactured/Mobile Home	Special Exception	City Commission
T-2, Manufactured Home	Special Exception	City Commission
B-1, Professional Office/Hospital	Conditional	SPRC
B-2, Neighborhood Commercial	Not Permitted	Not Permitted
B-3, Reserved	Reserved	Reserved
B-4, Central Business	Conditional	SPRC
B-5, Service Commercial	Conditional	SPRC
B-6, Oceanfront Tourist Commercial	Not Permitted	Not Permitted
B-7, Highway Tourist Commercial	Conditional	SPRC
B-8, Commercial	Conditional	SPRC
B-9, Boulevard	Conditional	SPRC
B-10, Suburban Boulevard	Conditional	SPRC
I-1, Light Industrial	Conditional	SPRC

The underlined text is an addition to the original text, and the strike-through is the deleted text of the amendment.

Section 2-57, Criteria for review of specific conditional and special exception, Subsection (37):

(c) Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

The amendment provides a mechanism to seek a setback of less than 100 feet to a residential use through a site-specific use as a Special Exception. The Special Exception application for a setback reduction would be reviewed (Site Plan Review Committee, neighborhood meeting, Planning Board, and City Commission) on a case-by-case basis based on the criteria of the Special Exception process. The proposed Land Development Code amendment is the only mechanism allowing site-specific review. A setback reduction of criteria in Section 2-57 is not possible within the existing Special Exception process, a variance (BOAA cannot waive conditional use criteria), or a planned development.

In the review of the Land Development Code, staff sought to analyze the potential consequences of the amendment which are provided below:

Exhibit 2: Zoning scenarios with proposed Land Development Code amendment

Zoning	Action	Review Process
Commercial zoning (B-1, B-4, B-5, B-7, B-8, B-9, B-10 and I-1)	Meets the 100' setback to residential uses.	Acted upon by the Site Plan Review Committee after a neighborhood meeting.
Commercial zoning (B-1, B-4, B-5, B-7, B-8, B-9, B-10 and I-1)	Does not meet the 100' setback for residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.
Residential zoning (REA, RR, SR, R-1, R-2, R-2.5, R-3, NP, R-4,R-5, R-6, T-1, T-2)	Meets the 100' setback to residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.
Residential zoning (REA, RR, SR, R-1, R-2, R-2.5, R-3, NP, R-4, R-5, R-6, T-1, T-2)	Does not meet the 100' setback for residential uses.	Acted upon by the City Commission as a Special Exception after review by the SPRC, neighborhood meeting, and Planning Board.

SECTION 4, CONCLUSION:

Section 1-15(e) of the Land Development Code requires specific criteria must be evaluated before the adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   There is no development proposed as part of the proposed amendment. The amendment would allow a mechanism for a House of Worship to seek a setback of less than 100 feet for residential use through a public hearing process. Whether or not a setback reduction is granted would be based on a separate development application with an extension review based on established criteria and public notification.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands. The Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties. The Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. The Land Development Code amendment does not specifically approve any development, but amends the development criteria for a House of Worship. If there is a belief that a House of Worship should always provide a 100-foot setback to residential uses, then the Land Development Code amendment should be denied.

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 Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. The amendment would not have a negative impact to public facilities. Any development related to a House of Worship would have an infrastructure analysis as part of the development review process.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process. Any development related to a House of Worship would have an infrastructure analysis as part of the development review process.

7. The proposed development is functional in the use of space and aesthetically acceptable.

No development is proposed as part of the proposed amendment. Any development related to a House of Worship would undergo a function and architectural review as part of the development review process.

8. The proposed development provides for the safety of occupants and visitors.

No development is proposed as part of the proposed amendment. Any development related to a House of Worship would have safety for occupants and visitors analyzed as part of the development review process.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

There is no development proposed as part of the proposed amendment. The Land Development Code amendment would allow a mechanism for a House of Worship to seek a setback less than 100 feet to a residential use through a public hearing process.

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 5, RECOMMENDATION: It is recommended that the Planning Board **APPROVE** an amendment to the Land Development Code to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process as follows:

Section 2-57, Criteria for review of specific conditional and special exception, Subsection (37):

(c) Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100’), then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

Attachments:

Attachment 1: Applicant information

ATTACHMENT 1

Applicant Information

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

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Nika K. Hosseini
Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
Alanna V. Smith

OF COUNSEL
Larry D. Marsh
Ira Halfond

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

July 16, 2024

VIA FEDEX DELIVERY

Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

RE: SPRC Technical Review Team Comments Dated July 11, 2024- PZ-2024-000000070

Dear Steven:

It is our firm's pleasure to represent First United Methodist Church of Ormond Beach in connection with their application for an LDC Amendment to modify the conditions for review and approval of a special exception for a House of Worship Use.

We are in receipt of the City Technical Review Team comments dated July 11, 2024. We offer the following responses:

Planner 1 v.1 Requires Re-submit Robin Gawel Ph: (386) 675-3343 email: Robin.Gawel@ormondbeach.org

Revisions Required.

Response: Noted, thank you.

Planner 2 v. 1 Requires Re-submit Sarah Cushing Ph: (386) 676-3345email: Sarah.Cushing@ormondbeach.org

Revisions Required.

Notes:

1. Please provide a letter of explanation detailing the reason for the request.

Response: Please see the requested letter of explanation included herein.

2. Recommended language could be more focused on pursing a Special Exception is required if requesting a setback less than 100' and abutting a residential district or an

existing conforming residential district use not separated from the site by a public right-of-way.

Response: Noted- we agree with the City's proposed language below -

Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and childcare facilities, shall be one hundred feet (100') from the side and/or rear property line abutting such district or use; otherwise, the minimum side and rear property setback shall be thirty feet (30'). If the subject property abuts a residential zoning district or an existing conforming residential use not separated from the site by a public right-of-way and desires a setback less than one hundred feet (100') then allowances may be made through the Special Exception process and site-specific review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

Planner 3 v. 1 Noel Eaton Ph: (386) 676-3342 email:
Noel.Eaton@ormondbeach.org

Revisions Required.

Notes:

NOTE: This application shall require Planning Board review and City Commission action. No neighborhood meeting is required 1. Planning board 2. City Commission: Two readings. Note that the applicant is responsible for the recording costs.

Response: Noted, thank you.

Planning Director v. 1 Steven Spraker email:
Steven.Spraker@ormondbeach.org

Revisions Required.

Notes:

1. The required fee is $1,700. The submittal provided a fee of $1,000. Please provide the balance of $700 for the application.

Response: Please see a check in the amount of $700 for the remaining fees due included herein.

2. Project requires review by the Planning Board and action from the City Commission. The requested letter for inclusion in the public hearing needs to focus on how the reduction of the setback will not impact residential uses.

Response: Noted, thank you.

Enclosed with this response letter you will find the revised submittal package that has been revised to reflect, whenever possible, the recommendations by Staff. Please don't hesitate to contact me if you have any questions. Your consideration in this matter is greatly appreciated.

Sincerely,

Jessica L. Gow
Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com
Fax (386) 323-9206

JLG/tmn
Enclosures

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Robert A. Merrell III
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July 16, 2024

VIA FEDEX DELIVERY
City of Ormond Beach
Steven Spraker
Planning Director
22 S. Beach Street
Ormond Beach, FL 32174

Re: First United Methodist Church of Ormond Beach
LDC Amendment Application – Narrative

Dear Steve:

It is this Firm's pleasure to represent First United Methodist Church of Ormond Beach (Owner) in connection with their request for an LDC Amendment to modify the conditions for review and approval of a special exception for a House of Worship Use. The applicant operates a House of Worship under an existing, approved Special Exception located at 336 S. Halifax Drive, and is planning a campus redevelopment that would include the provision of certain facilities within the existing 100' setback – the applicant believes the site is located in a location and manner that allows for proper spacing and buffering of use types without the provision of the full 100' setback, and they would like the City to have the ability to modify this setback where circumstances are appropriate and where the change will not negatively impact adjacent residential uses.

If you have any questions regarding this request, please don't hesitate to contact me. We look forward to working with you on this project.

Sincerely,

Jessica L. Gow
Direct Dial (386) 323-9225
Email Jessica.Gow@CobbCole.com
Fax (386) 323-9206

JLG/tmn

First submittal of Land Development Code amendment. The text was amended with the second submittal.

(37) Houses of worship. Houses of worship, including customary accessory uses, are allowed as specified in article II of this chapter, subject to the following minimum requirements:

a. The predominant frontage shall be oriented toward an arterial or collector street as identified in the traffic circulation element of the comprehensive plan.

b. The building height may not exceed that allowed in the district in which the use is located. However the bell tower, steeple, spire or other attached or freestanding accessory structure may be a maximum of seventy-five feet (75') above the mean site elevation based on a finding that the approved height will not have a negative impact on the character of the neighborhood or create a dangerous condition.

c. Where the use abuts a residential district or an existing conforming residential use not separated from the site by a public right-of-way, the minimum setback for the principal building, including schools and child care facilities, shall be reviewed for compatibility ~~one hundred feet (100') from the side and/or rear property line~~ abutting such district or use; ~~otherwise, t~~The minimum side and rear property setback shall be thirty feet (30'), and additional spacing may be required based on compatibility and site specific location review. No accessory use or structure shall be located closer than thirty feet (30') to any property line.

d. Outdoor play areas may not be located within thirty feet (30') of a single-family home or district permitting such use and shall have a buffer area, fence, or wall as provided for commercial uses adjoining such districts in chapter 3, article I of this Land Development Code, landscaping, for the area impacted by such use.

e. The facility shall be located in compliance with section 2-56(8), as the same now exists or may hereafter be amended.

f. Child care facilities may be allowed as use in association with a house of worship as a conditional use reviewed by the SPRC. All conditions listed under the child care facility shall be complied with.

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:*	LDC Amendment *Complete fee sheet (page 3)		
Project Name:	First United Methodist LDC Amendment		
Project Address:	336 S. Halifax Dr., Ormond Beach FL 32176		
Volusia County parcel number(s):	422303000090,422318000180,422303000080		
Description:			
Pre-application date:	02/27/24	Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Jessica Gow Esq. of Cobb Cole
Address:	One Daytona Boulevard Suite 600
City, State, Zip code:	Daytona Beach FL 32114
Telephone:	386-323-9226
E-mail:	Jessica.gow@cobbcole.com

APPLICANT INFORMATION

Same as project coordinator	☑	**Same as property owner**	☐

Name:	Jessica Gow Esq. of Cobb Cole
Address:	One Daytona Boulevard Suite 600
City, State, Zip code:	Daytona Beach FL 32114
Telephone:	386-323-9226
E-mail:	Jessica.gow@cobbcole.com

PROPERTY OWNER			
Same as project coordinator	☐	**Same as property owner**	☐
Name:	First United Methodist Church of Ormond Beach		
Address:	366 S. Halifax Dr.		
City, State, Zip code:	Ormond Beach FL 32176		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Jessica Gow	E-mail:	Jessica.gow@cobbcole.com
Name:	Tequila Nelson	E-mail:	Tequila.nelson@cobbcole.com
Name:	Debi Lacroix	E-mail:	Debi.lacroix@cobbcole.com
Name:	Matthew Welch	E-mail:	Matthew.welch@cobbcole.com

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 21st day of June, 2024, by Jessica Gow, Esq. as Attorney for Owner (title*) for First United Methodist Church of Ormond Beach (name of corporation*), who ( ) provided _____ as identification, or (X) who is personally known to me.

TEQUILA MIA NELSON
Notary Public - State of Florida
Commission # HH 321611
My Comm. Expires Feb 12, 2027
Bonded through National Notary Assn.

_____
Notary Public, State of Florida
My Commission Expires: Feb. 12, 2027

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
✓	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
☐	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
		TOTALS:		

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-070

Land Development Code Amendment
Houses of Worship

Recommended for Approval (6-0)

V. APPROVAL OF MINUTES

July 11, 2024

Chairman Thomas entertained a motion to approve the July 11, 2024 Minutes.

Board Recommendation

Mr. Jorczak requested that a correction be made to page 11 of the July 11, 2024 Minutes, where he conveyed information about the area that might be developed for the new business park. He clarified his intent regarding the area where the golf course used to be, suggesting with increased acreage of the lots, how it would encourage more of a research business park environment, suggesting an ideal spot directly to the south of the existing entrance to the existing business park. He continued with his comments suggesting that building 10,000-square feet up to two to three-story, low-rise, 50,000-square-feet to 75,000-square-foot research-type structures, in a park-like setting, for larger lot size, minimum one acre to three or four acres, using the land for a development to expand the city's industrial base, manufacturing and research operations.

Mr. Jorczak moved to approve the amended July 11, 2024 Minutes. Mr. du Moulin seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. PZ-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards

Mr. Steven Spraker, Planning Director, stated that the application submitted by Ms. Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code (LDC) amendment to Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception regulations, subsection 2-57, Criteria for review of specific conditional and Special Exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100' when a House of Worship abuts a single-family zoning district or use through the Special Exception process.

Mr. Spraker explained that condition c requires a 100'-setback on the rear and side of any principal structure related to the church when it abuts a residential zoning district or use. He continued that the applicant desires to expand and the existing building will not meet the 100'-setback requirement. Mr. Spraker stated that the applicant did not have the opportunity to go through a variance because the special exception conditions cannot be heard by the Board of Adjustments and Appeals. He added that they do not have the ability to go through a Planned Development with their residential zoning, leaving the only option to amend the LDC to provide a relief to the setback requirement. Mr. Spraker explained that with the proposed amendment if their building is within 100', they can still go through a public hearing process to try and request a lesser setback. The amendment would allow applicants to apply

through a public hearing process to go less than 100', but would still have to go through Site Plan Review Committee (SPRC), a neighborhood meeting, the Planning Board and City Commission.

Mr. Spraker stated that in commercial zoning districts, House of Worships are a staff approval, as a conditional use. If a House of Worship meets the 100'-separation, they can still be approved by staff. If a commercial property cannot meet the 100'-separation , they would also go through the process through SPRC, neighborhood meeting, Planning Board and City Commission. Mr. Spraker added that House of Worships in the residential zoning requires a Special Exception and public hearing process, and as part of the process, the amendment would allow them to seek to reduce the setback, based on site conditions. He concluded that staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked for clarification on the strikethrough and underline language. Mr. Spraker replied that there have been changes since the original submittal. The SPRC made a comment that led to the amended version. He stated that no structure can go closer than 30'. Mr. Spraker added that in order to go less than 100', the applicant has to go through a Special Exception. Each application is reviewed on its own merits with no guarantee.

Mr. du Moulin asked if this is a rare case. Mr. Spraker reiterated that each application has to stand on its own merits. The applicant has to prove that their encroachment makes sense or that there is no other alternative. The process goes through staff, a neighborhood meeting, Planning Board and City Commission. Mr. Spraker added that in this case, they are moving the building further back than it exists today and performing site improvements.

Mr. Galloway referenced Lincoln and New Britain Avenue, asking if it opens the door to limit height elevations that comes back to the rear setting. Mr. Spraker responded that the proposed amendment does not amend the height that is allowed in the zoning district. In the residential zoning district, there is a 30'-height limit for the building, and this does not alter that. He continued that if the Board believes in their review that a building should be stepped down for height, then it should be a requirement in the site-specific Special Exception. Mr. Spraker added that variances cannot be given to special exception and conditional use criteria.

Applicant's Presentation

Ms. Jessica Gow, Cobb Cole, 1 Daytona Blvd., Daytona Beach, stated that her firm is crafting the ability to move the project forward. If the item passes then a Special Exception application would be brought back. She expressed that having a church setback of 100' seems intense. Ms. Gow concluded that they are going through the process to show that it makes sense for the location.

Chairman Thomas commented that he visited the First United Methodist Church and how you cannot even see beyond two feet with the undergrowth he noticed when he went over to the location twice. He added that you can barely see the houses on Riverside Drive.

DRAFT

Ms. Shull asked Mr. Spraker if they request a Special Exception if the abutter letters would be mailed out. Mr. Spraker replied that it would start with a site plan submittal through the Site Plan Review Committee (SPRC) and then a notice would have to go out to everyone within 600' about a neighborhood meeting and post signage on it, then the Planning Board with another notice, and then ultimately to the City Commission for final action.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-071 – Bradford Lakes, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application submitted by Meritage Homes of Florida, Inc., is for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way (ROW).

Mr. Spraker added that the project got zoning approval through Ordinance 2022-16 as part of Plantation Oaks Planned Residential Development. A preliminary plat was reviewed and approved by the City Commission after Planning Board review in 2023. He explained that this is the last step of the process and that the project is currently under construction. Mr. Spraker continued that they will likely post a bond in order to record the plat. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about a drainage ditch in the area. Mr. Spraker replied that there are multiple drainage areas for Plantation Oaks. All of the stormwater has been reviewed by the City and St. Johns River Water Management District (SJRWMD). Also, the RidgeHaven subdivision is taking more stormwater and putting less into the downstream flow. Mr. Spraker added that multiple projects in this area are working to discharge less water at a lower rate.

Applicant's Presentation

Ms. Genevieve LaBuda, Poulos & Bennett, 2602 E. Livingston Street, Orlando, Applicant for Meritage, stated that Mr. Spraker did a great job with the report and that she is in attendance for any questions.

Mr. du Moulin inquired into the subdivision approval process.

Mr. Spraker reiterated that subdivisions are a three-step process, beginning with the zoning and overall entitlements, and establishes what they can do and the number of lots and the landscape buffers. The preliminary plat, reviewed in 2023 and approved by the City Commission, are the detailed drawings with stormwater, school

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-26

AN ORDINANCE 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, SUBSECTION (37), HOUSES OF WORSHIP, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE CONDITIONS FOR HOUSES OF WORSHIP; 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 application submitted from Jessica Gow, Esquire, Cobb Cole, on behalf of First United Methodist Church, for a Land Development Code amendment to Chapter 2, District and General Regulations, Article IV, Conditional and special exception regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (37), House of Worship, to allow a mechanism to reduce the required rear and side yard setback from the standard of 100 feet when a house of worship abuts a single-family use through the Special Exception process.

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 a Land Development Code amendment for the conditions for Houses of Worships.

   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 a Land Development Code amendment for the conditions for Houses of Worships. 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. This is a Land Development Code amendment for the conditions for Houses of Worships. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This is a Land Development Code amendment for the conditions for Houses of Worships.

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

September 18, 2024 - City Commission

Number: 9.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-27
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Bradford Lakes, Final Plat		
Summary:	This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way. The subdivision improvements are under construction. The final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. Final plats are reviewed by the Site Plan Review Committee, the City Attorney's Office, and a City Surveyor. The final plat is consistent with the approved preliminary plat and Planned Residential Development zoning. The Planning Board reviewed the proposed final plat on August 8, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed final plat.		
Financial Impact:	The proposed final plat has no direct financial impact, and the project developer is required to install all subdivision improvements. The project is a private community, and the City is only responsible for utility improvements.		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Development and Preliminary Plat. No citizen impact is anticipated as a result of this application.		

Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the proposed Bradford Lakes final plat for 80 single-family lots on 53.12 acres.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-27 Bradford Lakes- Final Plat (P24-0165G) 2. Exhibit A Bradford Lakes, Version 2 3. 08.08.2024, Bradford Lakes, Final Plat PB Staff Report (8.5X11) 4. 08.08.2024, Planning Board minutes, Bradford Lakes Final Plat 5. Ordinance BIE, Bradford Lakes Final Plat
Approval:	Kelly McGuire, Finance Director 8/23/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

ORDINANCE NO. 2024-27

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the City Commission approved Ordinance 2021-03 authorizing the approval and execution of the Plantation Oaks Planned Residential Development (PRD) Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, on June 7, 2022, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development (PRD) Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, on September 20, 2023, the City Commission approved Resolution 2023-156 approving a preliminary plat for an 80-lot subdivision known as "Bradford Lakes", and

WHEREAS, on March 8, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the clearing/tree removal, protected areas, stormwater retention areas, the street grading plans, lot elevations, recreation area, and utilities, and

WHEREAS, on May 8, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the applicant desires to record the "Bradford Lakes" plat and if the project construction has not yet been completed and accepted by the Site Plan Review Committee, the applicant shall provide a subdivision performance guarantee prior to recordation, and

WHEREAS, the final plat for the "Bradford Lakes" subdivision has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee, now therefor,

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

SECTION ONE. The City Commission hereby approves the final plat for the "Bradford Lakes" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either by completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being April 2, 2026.

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

PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:___

Page 573 of 1716

BOUNDARY DESCRIPTION:

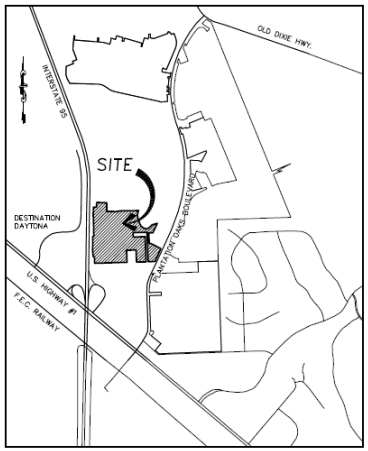
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"W, ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY–95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

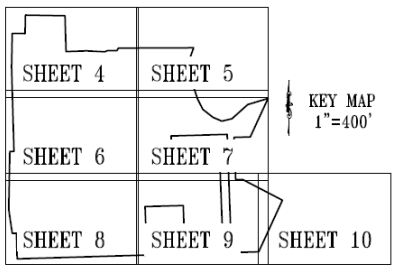
CONTAINING 53.122 ACRES, MORE OR LESS.

INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 10.... DETAIL SHEETS



VICINITY MAP
1"=2000'



KEY MAP
1"=400'

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

_____
WITNESS
_____
_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____

STATE OF FLORIDA AT LARGE _____

TITLE / RANK: _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:___ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC., RECORDED IN O.R.B. _____, PAGES _____–_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

13. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

16. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

18. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

19. TRACT B COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

20. TRACT C COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

21. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

22. THE TREE PRESERVATION EASEMENTS SHOWN HEREON ARE IN FAVOR OF THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION EASEMENT AREAS.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
①	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

BRADFORD LAKES RPUD LOT REQUIREMENTS:

Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c. Parks and recreational areas accessory to residential uses.

Development standards:
a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family 1,400 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

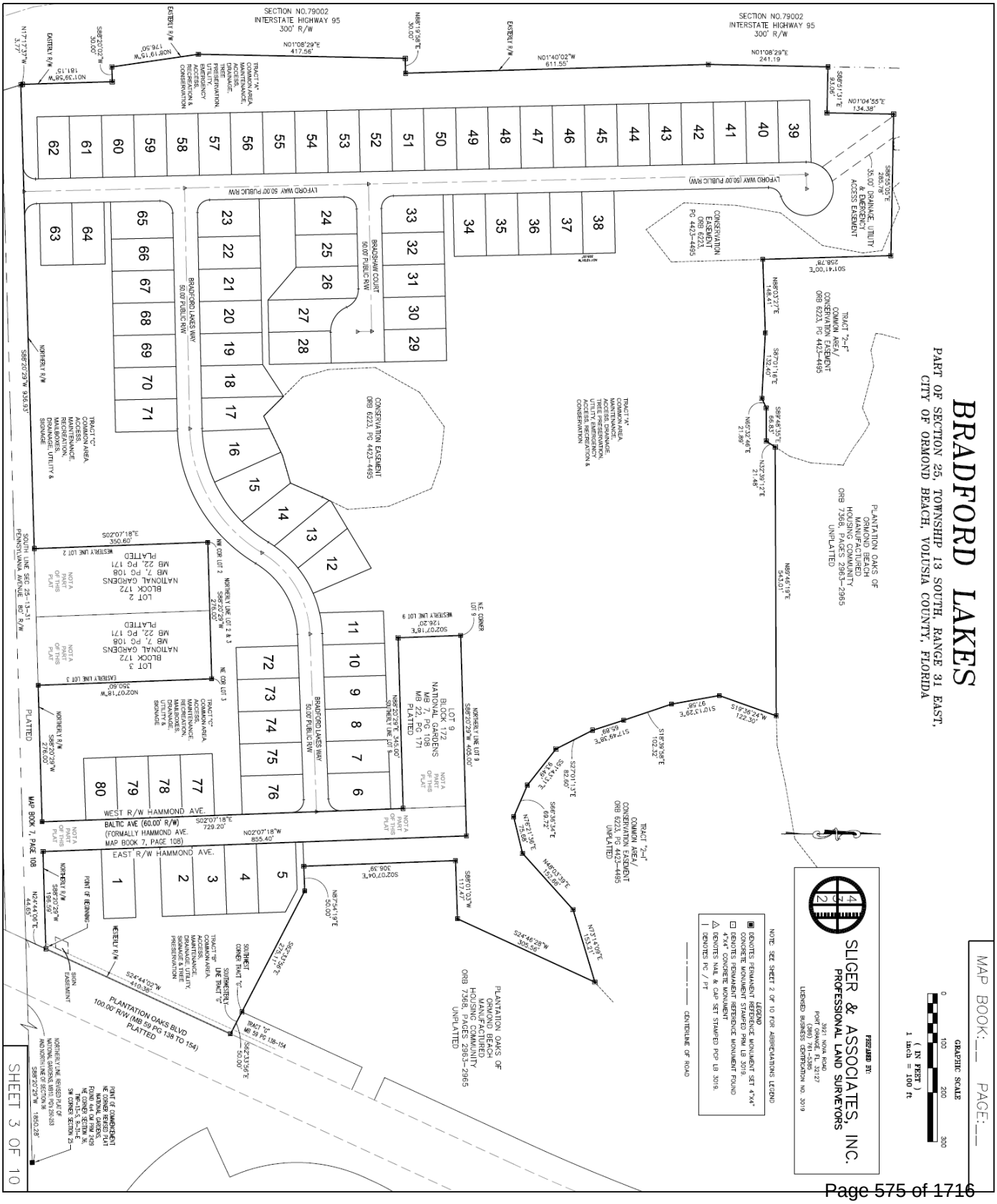

BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
EASTERLY R/W
LYFORD WAY 50.00' PUBLIC R/W
BRADSHAW COURT
50.00' PUBLIC R/W
BRADFORD LAKES WAY
50.00' PUBLIC R/W
NORTHERLY R/W
SOUTH LINE SEC 25-13-31
PENNSYLVANIA AVENUE 80' R/W
MAP BOOK 7, PAGE 108
PLATTED
WEST R/W HAMMOND AVE.
BALTIC AVE (60.00' R/W)
(FORMALLY HAMMOND AVE.
MAP BOOK 7, PAGE 108)
EAST R/W HAMMOND AVE.
PLANTATION OAKS BLVD
100.00' R/W (MB 59 PG 138 TO 154)
PLATTED
POINT OF BEGINNING
SIGN EASEMENT
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "A" COMMON AREA, MAINTENANCE, ACCESS, DRAINAGE, UTILITY, TREE PRESERVATION, ACCESS, RECREATION & CONSERVATION
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
TRACT "D" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
TRACT "J" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
NOT A PART OF THIS PLAT
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
MAP BOOK:__ PAGE:__
SHEET 3 OF 10

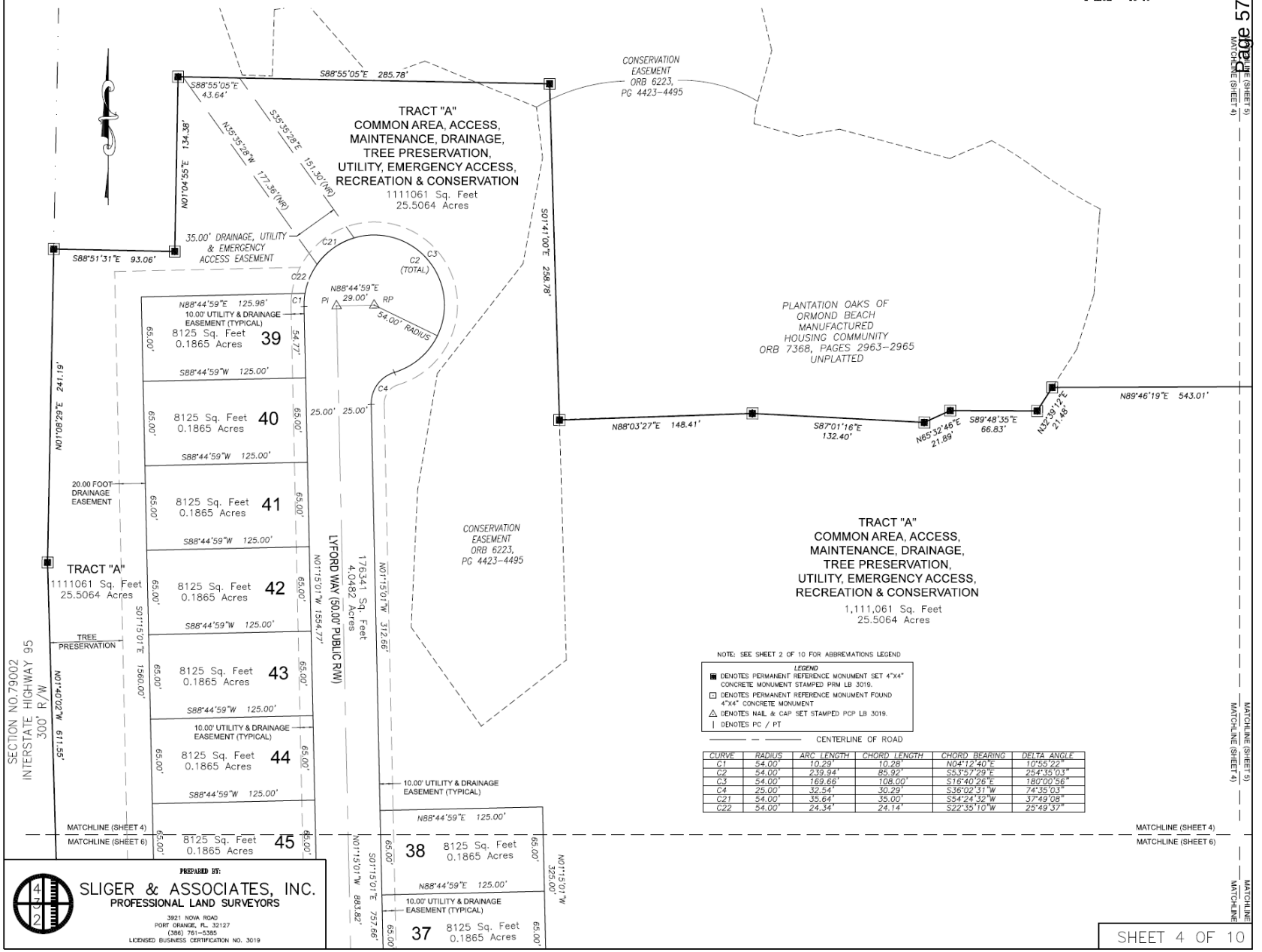
EXHIBIT "A"
Page 4 of 10

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	54.00'	10.29'	10.28'	N04°12'40"E	10°55'22"
C2	54.00'	239.94'	85.92'	S53°57'29"E	254°35'03"
C3	54.00'	169.66'	108.00'	S16°40'26"E	180°00'56"
C4	25.00'	32.54'	30.29'	S36°02'31"W	74°35'03"
C21	54.00'	35.64'	35.00'	S54°24'32"W	37°49'08"
C22	54.00'	24.34'	24.14'	S22°35'10"W	25°49'37"

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MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

MATCHLINE (SHEET 5)
MATCHLINE (SHEET 4)

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

N89°46'19"E 543.01'

170.87'

S19°35'24"W
124.30'

S10°13'29"E
97.58'

S15°39'58"E
102.32'

S17°49'55"E
65.89'

S27°01'13"E
82.60'

TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT

N02°22'33"W 636.33'

TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY
ACCESS, RECREATION &
CONSERVATION
1111061 Sq. Feet
25.5064 Acres

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

MATCHLINE (SHEET 5)
MATCHLINE (SHEET 7)

MATCHLINE (SHEET 5)
MATCHLINE (SHEET 7)

TREE
PRESERVATION
EASEMENT

N73°14'09"E
153.21'

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LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 5 OF 10

EXHIBIT "A"
Page 6 of 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C6	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C7	39.00'	46.21'	43.56'	N57°18'14"W	67°53'33"
C8	54.00'	63.99'	60.31'	S57°18'14"E	67°53'33"

MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 8)

SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W

TREE PRESERVATION

20.00' DRAINAGE EASEMENT

LYFORD WAY (50.00' PUBLIC R/W)

BRADSHAW COURT 50.00' R/W

10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)

7.50' DRAINAGE EASEMENT

TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres

CONSERVATION EASEMENT ORB 6223, PG 4423-4495

LOT	AREA
45	8125 Sq. Feet 0.1865 Acres
46	8125 Sq. Feet 0.1865 Acres
47	8125 Sq. Feet 0.1865 Acres
48	8125 Sq. Feet 0.1865 Acres
49	8125 Sq. Feet 0.1865 Acres
50	8125 Sq. Feet 0.1865 Acres
51	8125 Sq. Feet 0.1865 Acres
52	8125 Sq. Feet 0.1865 Acres
53	8125 Sq. Feet 0.1865 Acres
54	8125 Sq. Feet 0.1865 Acres
38	8125 Sq. Feet 0.1865 Acres
37	8125 Sq. Feet 0.1865 Acres
36	8125 Sq. Feet 0.1865 Acres
35	8125 Sq. Feet 0.1865 Acres
34	8125 Sq. Feet 0.1865 Acres
33	9241 Sq. Feet 0.2121 Acres
32	8125 Sq. Feet 0.1865 Acres
31	8125 Sq. Feet 0.1865 Acres
30	8125 Sq. Feet 0.1865 Acres
29	8125 Sq. Feet 0.1865 Acres
24	9241 Sq. Feet 0.2121 Acres
25	8125 Sq. Feet 0.1865 Acres
26	9981 Sq. Feet 0.2291 Acres
27	9396 Sq. Feet 0.2157 Acres
28	8125 Sq. Feet 0.1865 Acres
13	10617 Sq. Feet 0.2437 Acres
14	
15	
16	
17	
18	

1111061 Sq. Feet
25.5064 Acres
TRACT "A"

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SHEET 6 OF 10

Page 575 of 1716

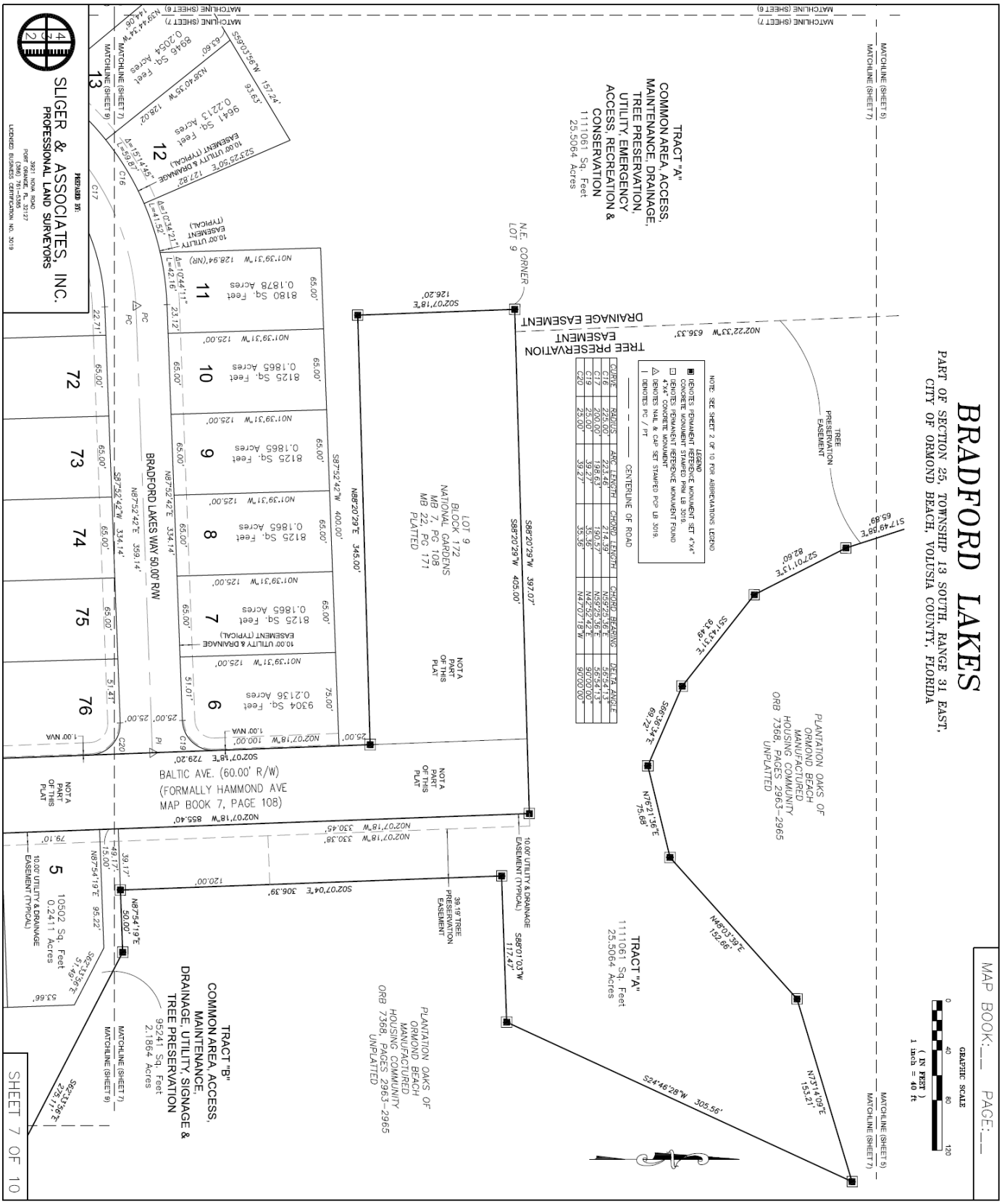

BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
SHEET 7 OF 10
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
TRACT "A"
1111061 Sq. Feet
25.5064 Acres
TRACT "B"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
9524.1 Sq. Feet
2.1864 Acres
TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT
BRADFORD LAKES WAY 50.00' R/W
BALTIC AVE. (60.00' R/W)
(FORMALLY HAMMOND AVE
MAP BOOK 7, PAGE 108)
LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED
NOT A PART OF THIS PLAT
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 9)
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE TABLE
C16 220.00' 23.12' 23.11' S14°43'11"E 10°44'11"
C17 220.00' 128.94' 127.08' S01°39'31"E 33°34'45"
C19 25.00' 39.27' 35.36' N47°07'18"W 90°00'00"
C20 25.00' 39.27' 35.36' N42°52'42"E 90°00'00"
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10.00' UTILITY EASEMENT (TYPICAL)
39.19' TREE PRESERVATION EASEMENT
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED
N.E. CORNER LOT 9
S02°07'18"E 126.20'
S88°20'29"W 397.07'
S88°20'29"W 405.00'
N88°20'29"E 345.00'
S87°52'42"W 400.00'
N87°52'42"E 334.14'
S87°52'42"W 334.14'
N87°52'42"E 359.14'
N02°07'18"W 855.40'
N02°07'18"W 330.38'
S02°07'04"E 306.39'
S88°01'03"W 117.47'
N02°22'33"W 636.33'
S17°49'39"E 65.89'
S27°01'13"E 82.60'
S14°43'11"E 92.49'
S06°35'47"E 69.72'
N75°21'36"E 75.68'
N45°03'39"E 152.66'
N73°14'09"E 153.21'
N82°48'25"W 305.56'
S65°33'49"E 27.51'
S65°33'49"E 53.66'
N87°54'19"E 95.22'
N87°54'19"E 50.00'
S02°13'56"E 15.49'
S02°13'56"E 27.51'
N02°07'18"W 100.00'
S02°07'18"E 729.20'
N39°44'22"W 144.06'
S59°03'55"W 157.24'
S23°25'50"E 127.82'
N38°40'35"W 126.02'
89446 Sq. Feet
2.0541 Acres
9641 Sq. Feet
0.2213 Acres
8180 Sq. Feet
0.1878 Acres
8125 Sq. Feet
0.1865 Acres
9304 Sq. Feet
0.2136 Acres
10502 Sq. Feet
0.2411 Acres
11
10
9
8
7
6
5
12
13
72
73
74
75
76
Δ=15°14'45"
L=59.67'
Δ=10°44'11"
L=42.16'
Δ=10°44'11"
L=41.52'
R=220.00'
R=25.00'
R=25.00'
65.00'
75.00'
51.41'
51.01'
22.71'
23.12'
79.10'
39.17'
15.00'
120.00'
53.66'
1.00' N/A
25.00'
PC
PT
PI

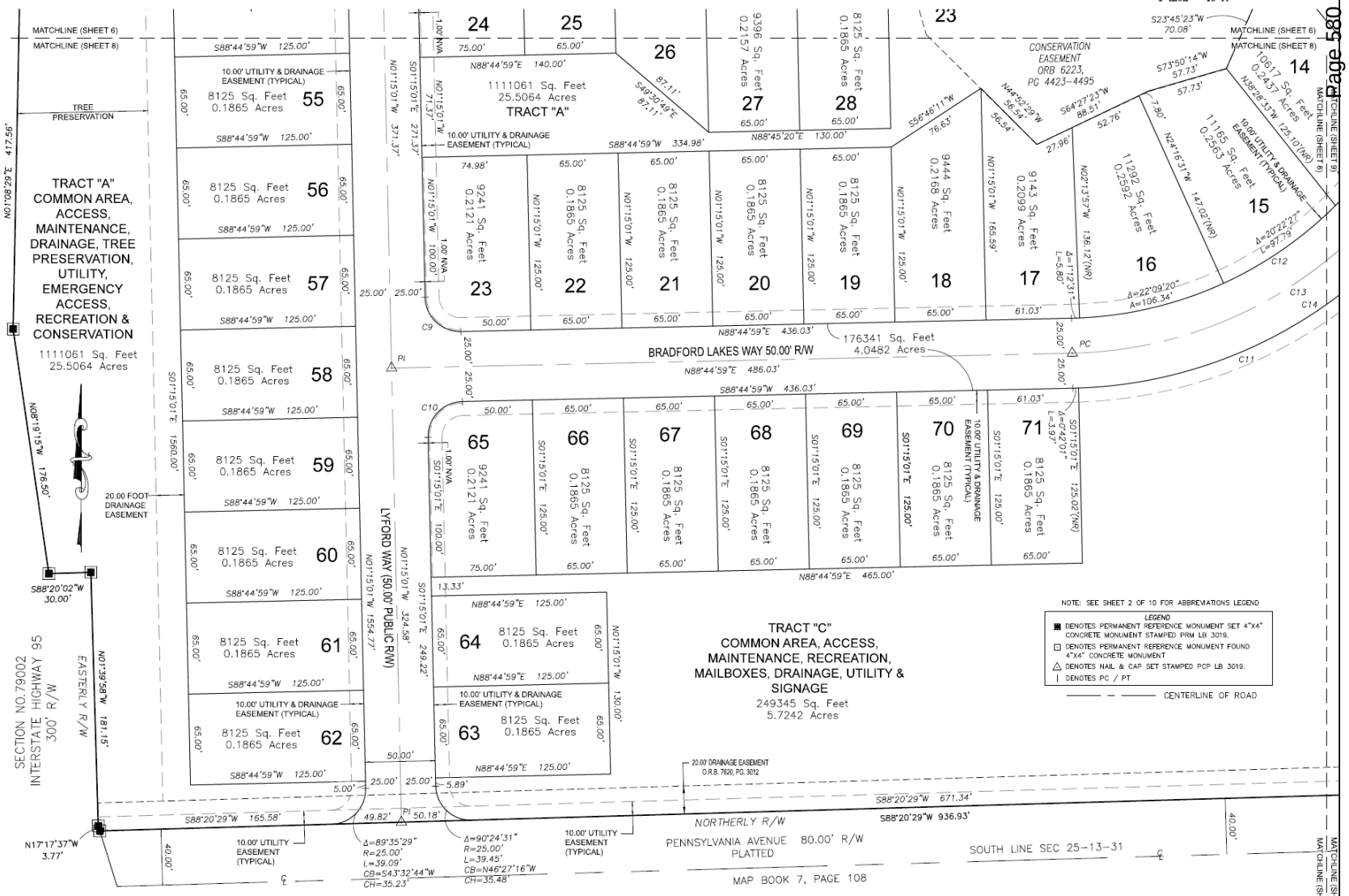
EXHIBIT "A"
Page 8 of 10

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ▩ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- CENTERLINE OF ROAD

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C10	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C11	325.00'	323.75'	310.53'	N59°30'44"E	57°04'29"
C12	275.00'	277.30'	265.70'	N59°51'44"E	57°46'30"
C13	300.00'	302.51'	289.86'	N59°51'44"E	57°46'30"
C14	325.00'	230.19'	225.41'	S68°27'34"W	40°34'51"

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C11	325.00'	226.22'	221.68'	N68°06'31"E	39°52'50"
C16	225.00'	223.45'	214.39'	N59°25'36"E	56°54'13"
C17	225.00'	223.45'	214.39'	N02°28'36"E	56°54'13"
C18	175.00'	173.80'	166.75'	S59°25'36"W	56°54'13"
C20	25.00'	39.27'	35.36'	N47°07'18"W	90°00'00"

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB 10, PG'S 250-253 AND NORTH LINE OF SECTION 36

NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

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——— CENTERLINE OF ROAD

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
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PORT ORANGE, FL. 32127
(386) 761-5355
LICENSED BUSINESS CERTIFICATION NO. 3019

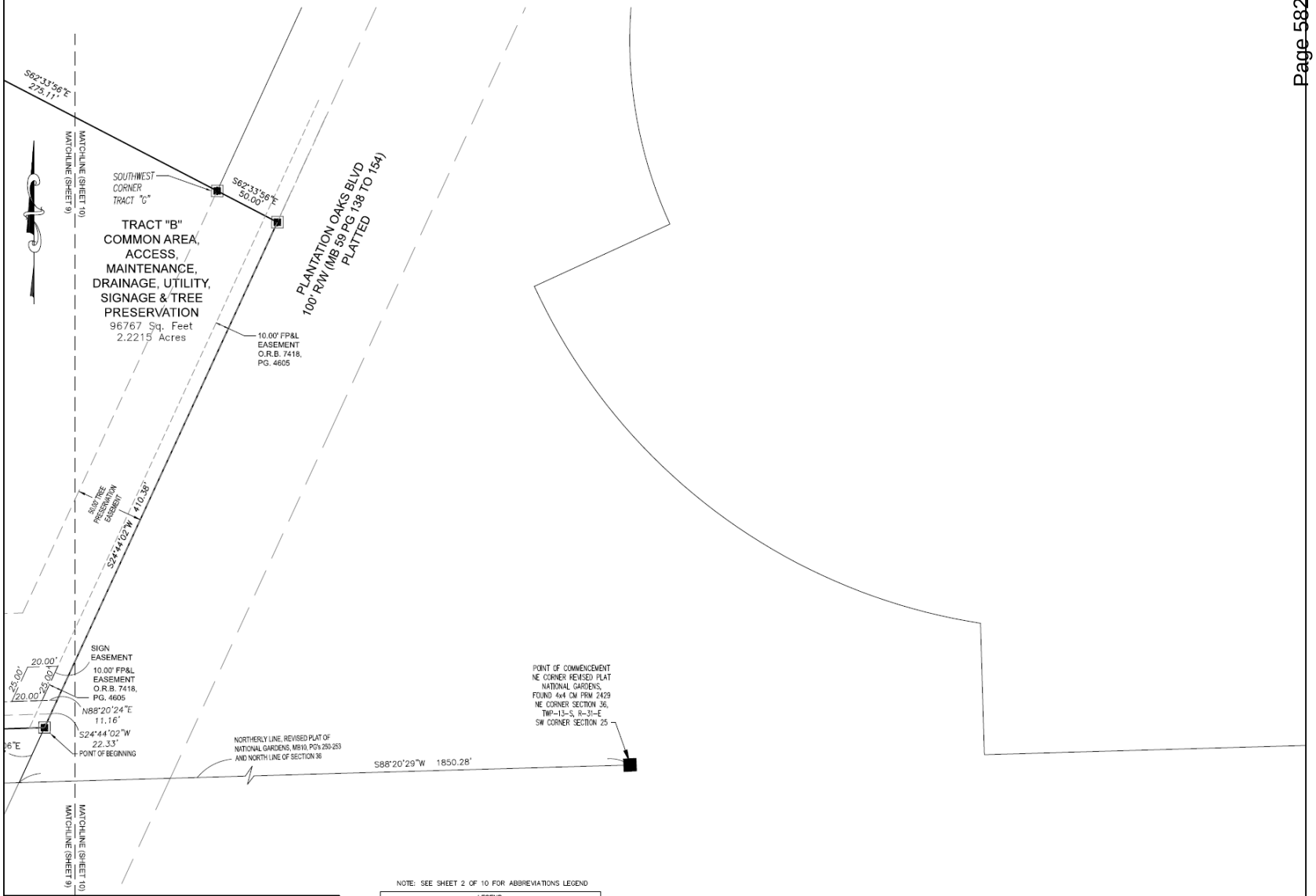
EXHIBIT "A"
Page 10 of 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

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SHEET 10 OF 10

PLANNING BOARD STAFF REPORT

Bradford Lakes, Final Plat
Project Number: PZ 2024-071

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATE:	September 18, 2024 (first reading) and October 2, 2024 (second reading)
APPLICANT:	Meritage Homes of Florida, Inc.
LOCATION:	Plantation Oaks Planned Residential Development, phase 4, the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way. Volusia County parcel IDs: 3125-01-69-0010, 3125-01-72-0040, 3215-01-72-0080. 3125-01-72-0380, 3125-01-72-0440, 3215-02-74-0021
REQUEST:	Preliminary plat approval for 80 single-family lots on 53.12 acres within the Plantation Oaks Planned Residential Development.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192, which authorized 3,930 residential units on 2,009 acres. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision are as follows:

EXHIBIT 1: Volusia County Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site-built, single-family, standard dwellings on fee-simple lots. • Adult community with at least 80% of the residents 55 years or older. • The project agreed to pay a school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Pages 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 Volusia County Residential Planned Unit Development to increase the required buffer on Old Dixie Highway to 175 feet.

Action/Approval date	Description
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Pages 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from Unit 1A to Unit 2.
January 19, 2012 Volusia County Council Resolution 2012-24 Book 6674, Pages 2025-2069	The first major amendment to 2002 RPUD to: • Delete the requirement for standard dwelling units and allow mobile homes. • Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment to Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: • Include the option of constructing lakes and open spaces instead of golf courses. • Revision date for the new RPUD preliminary plan. • Revises the project phasing schedule. • Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: • Provide alternate school site and prepay school impact fees for the entire development. • Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. • Donate a ~~23.11~~ 14.35-acre school site ~~as indicated on the preliminary plan~~ adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, and prepay the remaining school impact fee for the entire age-restricted development before December 30, 2016, satisfying the school impact fee payment for the entire 1,577 age-restricted site.

Action/Approval date	Description
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments are as follows: Resolution #2002-199 Amendments • Amend Exhibit A “Legal Description”. • Amend Exhibit B “typical 65x110 lot irrigation plan” Resolution #2012-24 Amendment. • Exhibit C “Signage” adjacent to Plantation Oaks Boulevard, north of the intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250 (continued)	(2) 9-foot-tall brick columns with two (2) signs (1 per column) at the sales center and maintenance yard and will be monument signs or a 9-foot column with a maximum copy area of 12 square feet.

January 10, 2019
Volusia County
Minor amendment
Book 7644 Pages 2820-2831
	Amendments to Resolution #2002-199
	• The 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated, and four specific median landscape plans for Plantation Oaks Boulevard are added, as shown in "Exhibit C" Median Landscape As-Built Plan.
	Amendments to Resolution #2002-199 and Resolution #2012-24
	• Development Standards
	  ○ Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings before issuing a Certificate of Occupancy for single-family dwellings.
	• Open Space
	  ○ Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70, and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.

Action/Approval date	Description
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

The table below summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 2: Ormond Beach Approvals for the Plantation Oaks Subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 7155, Pages 4437-4462 Annexation Agreement	An annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required to provide utility services. The property was not contiguous and could not be annexed in 2015.
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	The annexation includes 1,055.36± acres of the Plantation Oaks subdivision. Its condition is that 427 units are allowed to be constructed until additional utility improvements are made.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	Three parcels totaling 0.44+ were not included in the original legal description of the annexation owned by Plantation Oaks, which was annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 2021-03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. The age restriction that limits residents to 55 years of age and over within Phase 1 was also deleted. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.

Action/Approval date	Description
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert the golf course in Phase 3 to add 43 lots, a total of 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except Phase 2; and 5. Convert the former school area, Phase 4, to 80 lots.

The preliminary plat for the Bradford Lakes subdivision was reviewed by the Planning Board on August 13, 2023, and approved by the City Commission on September 20, 2023, with resolution 2024-28. The applicant obtained a site engineering permit to construct subdivision improvements on May 8, 2024.

SECTION 3, ANALYSIS:

The site is designated "Low-Density Residential" (LDR) on the city's Future Land Use Map and is zoned PRD, Planned Residential Development, incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 3: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	"Low-Density Residential"	PRD, Planned Residential Development
South	Vacant land proposed Bradford Park	"Medium Density Residential"	R-4, Single-Family Cluster and Townhouse
East	Plantation Oaks	"Low-Density Residential"	PRD, Planned Residential Development
West	Interstate 95	NA	NA

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 4: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction.
2	B	Manufactured Home	125	Occupied, manufactured units under construction.
2	C	Manufactured Home	121	Infrastructure construction is underway.
2	D	Manufactured Home	84	Infrastructure construction is underway.
1	A (Fountain View, Phase 1A)	Single-Family	121	1. Preliminary plat: Resolution 2021-100. 2. Final plat: Ordinance 2022-17. 3. Infrastructure construction completed. Single-family houses under construction.
1	B (Fountain View, Phase 1B)	Single-Family	137	1. Preliminary plat: Resolution 2024-29. 2. Final plat: Ordinance 2024-10. 3. Infrastructure construction underway.
1	C (Fountain View, Phase 1C)	Single-Family	141	1. Preliminary plat: Resolution 2024-55.
1	D (Fountain View, Phase 1D)	Single-Family	103	1. Preliminary plat: Resolution 2024-85.
1	E (Fountain View, Phase 1E)	Single-Family	110	1. Preliminary plat: Resolution 2024-86.
1	F (Fountain View, Phase 1F)	Single-Family	97	1. Preliminary plat: Resolution 2024-96
3	Phase 1 Archer's Mill	Single-Family	94	1. Preliminary plat: (Resolution 2023-32). 2. Final plat: (Ordinance 2023-50). 3. Infrastructure construction completed. Single-family houses under construction.

Phase	Unit/Phase	Type	Lots	Status
3	Phase 2 Archer's Mill	Single-Family	68	1. Preliminary plat: (Resolution 2023-117). 2. Infrastructure construction underway. 3. Final plat: The Planning Board reviewed on May 9, 2024, and the City Commission review is scheduled for July 23, 2024, and August 6, 2024.
3	Phase 3 Archer's Mill	Single-Family	59	1. Preliminary plat: (Resolution 2023-118).
3	Phase 4 Archer's Mill	Single-Family	111	1. Preliminary plat: (Resolution 2023-153).
3	Phase 5 Archer's Mill	Single-Family	114	1. Preliminary plat: (Resolution 2023-154). Infrastructure construction is underway.
3	Phase 6 Archer's Mill	Single-Family	78	1. Preliminary plat: (Resolution 2023-155). 2. Infrastructure construction underway. 3. The final plat Planning Board was reviewed on May 9, 2024, and the City Commission review is scheduled for July 23, 2024, and August 6, 2024.
4	Bradford Lakes	Single-Family	80	1. Preliminary plat: (Resolution 2023-156). 2. Infrastructure construction underway.

Key aspects of the Bradford Lakes subdivision include:

1. The subject property is part of phase 4 of the Plantation Oaks subdivision and must be constructed as single-family lots.
2. The streets are public.
3. Lots are a minimum of 60' in width and 100' in depth. The plat shows typical lot dimensions of 65' by 125'.
4. A large lake within the property area is shown as tract A.
5. There are three outparcels within the project area. Two are located along Pennsylvania Avenue, and one is on the proposed street of Baltic Avenue.

6. The site is accessed through the Pennsylvania Avenue 80'-right-of-way. The project proposes partially constructing Pennsylvania Avenue and leaving the remainder as a stabilized roadway. The abutting project, Bradford Park (180 townhomes), would build the remainder of the Pennsylvania Avenue right-of-way.
7. The project proposes a cabana, pool, and open play field.
8. The subdivision abuts I-95 on its western boundary.
9. A public lift station is proposed off-site, south of Pennsylvania Avenue. The lift station is designed to serve Bradford Lakes (80 units) and the proposed Bradford Park (180 units).
10. The subdivision setbacks/standards are:
    A. Front = 20 feet
    B. Rear = 20 feet
    C. Waterfront = 20 feet
    D. Side = 7.5 feet
    E. Side corner = 15 feet
    F. Height = 35 feet
    G. Maximum building coverage = 60%
    H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs engineered drawings in terms of the stormwater design, utilities, lot-grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

   Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

   Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that

such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board, but there is an active Land Development Code amendment that would require a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 4, and the proposed final plat is consistent with the zoning approval.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with 2023-156; the resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review it as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the final plat for Bradford Lakes, consisting of 80 single-family lots on 53.12 acres. The final plat is consistent with the approved Planned Residential Development zoning.

Attachments:

Attachment 1: Project maps and Plantation Oaks subdivision map
Attachment 2: Preliminary plat, Resolution 2023-156
Attachment 3: Final plat
Attachment 4: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Project map and Plantation Oaks subdivision map



AERIAL MAP
BRADFORD LAKES

Prepared By: The City of Ormond Beach
G.I.S. Department - July 19, 2023

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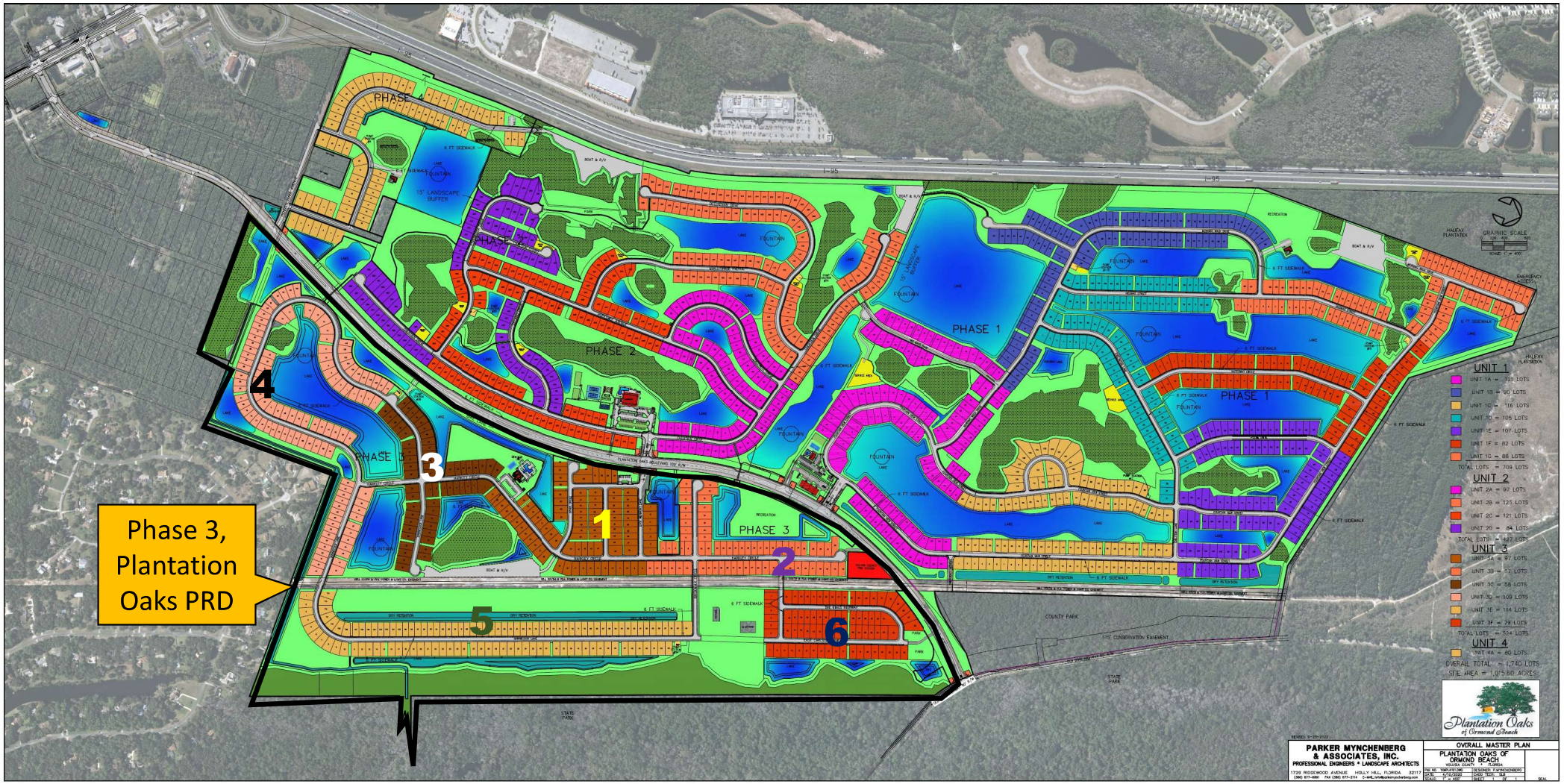
Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing



ATTACHMENT 2

Preliminary Plat, Resolution 2023-156

RESOLUTION NO. 2023-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR "BRADFORD LAKES", SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridge Land Holdings, LLC, a Florida Limited Liability Company (the "Property Owner") is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a Plantation Oaks of Ormond Beach LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for "Bradford Lakes", and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the First Amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Development Order is recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for "Bradford Lakes" is shown within Phase 4 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and the Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves an 80-lot preliminary plat for the "Bradford Lakes" subdivision, as shown in the preliminary plat attached hereto as Exhibit "A" and the construction plans attached hereto as Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **September 20, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Bradford Lakes" subdivision.

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

APPROVED AND AUTHENTICATED, this 20th day of September, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

S Dauderis

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

Page 601 of 1716

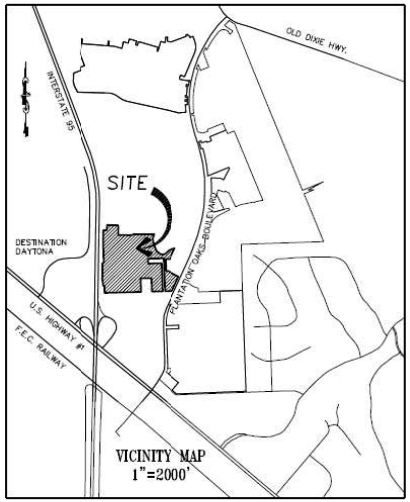
BOUNDARY DESCRIPTION:

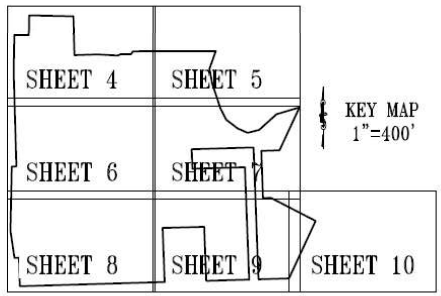
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.55 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 885.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"W, ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES N01°04'55"E, 134.38 FEET; S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET, THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.48 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE NORTHWEST CORNER OF TRACT "G" SAID PLANTATION OAKS OF ORMOND BEACH; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEETS
SHEET 4 TO 10.... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT BRADFORD LAKES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, BRADFORD LAKES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2023 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS

_____ _____
RICHARD MAUGERI, MANAGER
BRADFORD LAKES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

_____
WITNESS

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____ 2023, BY RICHARD MAUGERI, AS MANAGER OF BRADFORD LAKES LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2023.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE ___ DAY OF _____, 2023.

_____
CLERK OF THE CIRCUIT COUR" IN AND FOR VOLUSIA COUNTY, FLORDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

MAP BOOK:___ PAGE:___

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____-_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002–199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021–03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898–2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

13. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86–192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90–159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94–235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98–108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001–229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012–37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

16. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

17. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

18. TRACT B COMMON AREA IS DEDICATED TO THE BPADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

19. TRACT C COMMON AREA IS DEDICATED TO THE BPADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND TREE PRESERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.

20. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

21. A DRAINAGE EASEMENT FOR DRAINAGE DISCHARGE IS HEREBY GRANTED TO PLANTATON OAKS OF ORMOND BEACH II, LLC FOR DRAINAGE DISCHARGE OVER COMMON AREAS TRACT A AND TRACT B.

BRADFORD LAKES RPUD LOT REQUIREMENTS:

Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c. Parks and recreational areas accessory to residential uses.

Development standards:
a. Waterfront yard: 20 feet
b. Maximum building coverage: 50%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family 1,400 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019


BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK: __ PAGE: __
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
TRACT "A" COMMON AREA MAINTENANCE, ACCESS, DRAINAGE, TREE PRESERVATION, UTILITY EASEMENT, ACCESS, RECREATION & CONSERVATION
TRACT "C" COMMON AREA ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
TRACT "F" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
LYFORD WAY (50.00' PUBLIC R/W)
BRADFORD LAKES WAY 50.00' PUBLIC R/W
BRADSHAW COURT 50.00' PUBLIC R/W
BALTIC AVE (60.00' R/W)
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154) PLATTED
SOUTH LINE SEC 35-13-31 PENNSYLVANIA AVENUE 80' R/W
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
NOT A PART
MAP BOOK 7, PAGE 108
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
ABBREVIATIONS
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
C CHORD LENGTH
LB LICENSED BUSINESS
LS LAND SURVEYOR
R/W RIGHT OF WAY
ORB OFFICIAL RECORDS BOOK
PG PAGE
C.A. COMMON AREA
SJRWMD ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E. UTILITY EASEMENT
SHEET 3 OF 10

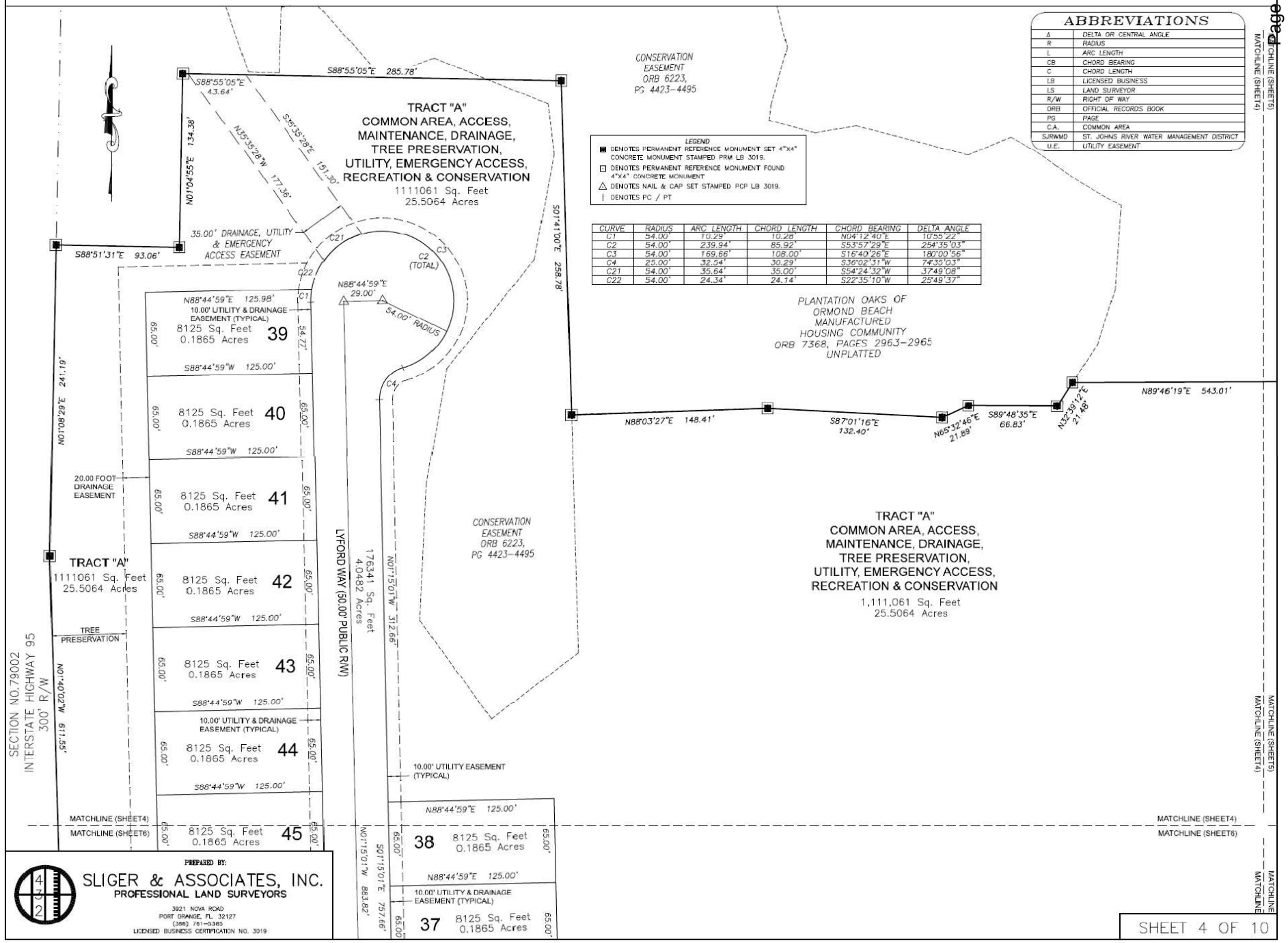
9/11/2009 9:04:17 AM Page 4 of 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	54.00'	10.29'	10.28'	N04°12'40"E	10°55'22"
C2	54.00'	239.94'	85.92'	S53°57'29"E	254°35'03"
C3	54.00'	169.66'	108.00'	S16°40'26"E	180°00'56"
C4	25.00'	32.54'	30.29'	S36°02'31"W	74°35'03"
C21	54.00'	35.64'	35.00'	S54°24'32"W	37°49'08"
C22	54.00'	24.34'	24.14'	S22°35'10"W	25°49'37"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

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BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
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ABBREVIATIONS	
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LB	LICENSED BUSINESS
LS	LAND SURVEYOR
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
C.A.	COMMON AREA
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
U.E.	UTILITY EASEMENT

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

N89°46'19"E 543.01'

TREE PRESERVATION
DRAINAGE EASEMENT

S19°36'24"W
122.30'

S10°13'29"E
97.58'

S18°39'58"E
102.32'

S17°49'38"E
65.89'

S27°01'13"E
82.60'

TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY
ACCESS, RECREATION &
CONSERVATION
1111061 Sq. Feet
25.5064 Acres

PLANTATION OAKS OF
ORMOND BEACH
MANUFACTURED
HOUSING COMMUNITY
ORB 7368, PAGES 2963-2965
UNPLATTED

N73°14'09"E
153.21'

MATCHLINE (SHEET5)
MATCHLINE (SHEET4)

MATCHLINE (SHEET5)
MATCHLINE (SHEET7)

MATCHLINE (SHEET5)
MATCHLINE (SHEET7)

MATCHLINE (SHEET5)
MATCHLINE (SHEET4)

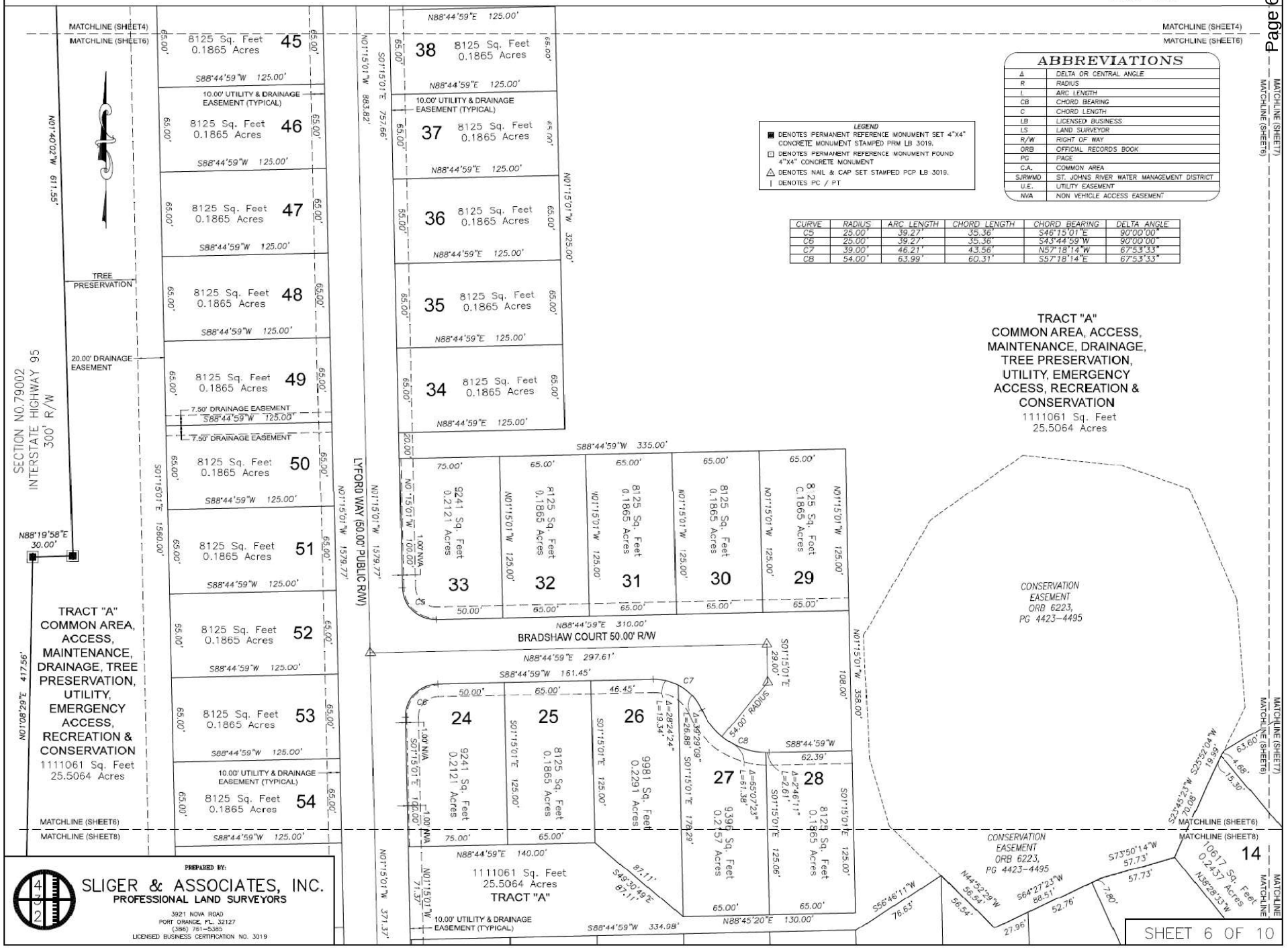
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:___ PAGE:___

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C6	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C7	39.00'	46.21'	43.56'	N57°18'14"W	67°53'33"
C8	54.00'	63.99'	60.31'	S57°18'14"E	67°53'33"

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
C	CHORD LENGTH
LB	LICENSED BUSINESS
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MATCHLINE (SHEET5)
MATCHLINE (SHEET7)
MATCHLINE (SHEET6)

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C16	225.00'	223.46'	214.39'	N59°25'36"E	56°54'13"
C17	200.00'	198.63'	190.57'	N59°25'36"E	56°54'13"
C19	25.00'	39.27'	35.36'	N42°52'42"E	90°00'00"
C20	25.00'	39.27'	35.36'	N47°07'18"W	90°00'00"

S17°49'19"E 65.89'
S27°01'13"E 82.60'
S51°43'31"E 83.49'
S66°36'34"E 69.72'
N76°21'36"E 75.68'
N48°03'39"E 152.66'
N7°14'09"E 153.21'
S2°46'28"W 305.56'

PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED

TRACT "A"
1111061 Sq. Feet
25.5064 Acres

TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres

TREE PRESERVATION DRAINAGE EASEMENT

S88°20'29"W 405.00'
10.00' UTILITY EASEMENT (TYPICAL)
S88°01'03"W 117.47'
S02°07'18"E 125.20'
LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART
N88°20'29"E 345.00'
25.00'
S87°52'42"W 400.01'
TREE PRESERVATION
N02°07'18"W 330.45'
S02°07'04"E 306.39'
120.00'
N02°07'18"W 855.40'
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED

65.00'	65.00'	65.00'	65.00'	65.00'	75.00'
8180 Sq. Feet 0.1878 Acres	8125 Sq. Feet 0.1865 Acres	8125 Sq. Feet 0.1865 Acres	8125 Sq. Feet 0.1865 Acres	8125 Sq. Feet 0.1865 Acres	9304 Sq. Feet 0.2136 Acres
N01°39'31"W 128.94'	N01°39'31"W 125.00'	N01°39'31"W 125.00'	N01°39'31"W 125.00'	N01°39'31"W 125.00'	N01°39'31"W 125.00'
11	10	9	8	7	6
					10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
					N02°07'18"W 100.00'
					1.00' NVA
					S02°07'18"E 729.20'
					C19

S59°03'56"W 157.24'
93.63'
9641 Sq. Feet 0.2213 Acres
12
S27°25'50"E 127.82'
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
63.60'
N38°40'35"W 128.02'
8946 Sq. Feet 0.2054 Acres
N38°44'34"W 144.06'
10.00' UTILITY EASEMENT (TYPICAL)
Δ=10°34'21" L=41.52'
Δ=10°44'11" A=42.16' 23.12'
Δ=151°14'45" L=59.57'
C16

BALTIC AVE. (60.00' R/W) MAP BOOK 7, PAGE 108

BRADFORD LAKES WAY 50.00' R/W
N87°52'42"E 359.14'
C20
C17
MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

13	72	73	74	75	76
	22.71'	65.00'	65.00'	65.00'	65.00'
					51.41'
					1.00' NVA

N87°54'19"E 50.00'
49.17'
15.00'
N87°54'19"E 95.22'
46.94'
17.24'
S62°33'56"E 51.49'
S62°33'56"E 228.17'
79.10'
5
10502 Sq. Feet
0.2411 Acres
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
53.66'

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BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: __ PAGE: __

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C10	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C11	325.00'	323.75'	310.53'	N59°39'44"E	57°04'29"
C12	275.00'	277.30'	265.70'	N59°51'44"E	57°46'30"
C13	300.00'	302.51'	289.66'	N59°51'44"E	57°46'30"
C14	325.00'	230.19'	225.41'	S68°27'34"W	40°34'51"

ABBREVIATIONS

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N/A	NON VEHICLE ACCESS EASEMENT

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SHEET 8 OF 10

MAP BOOK:___ PAGE:___

BRADFORD LAKES

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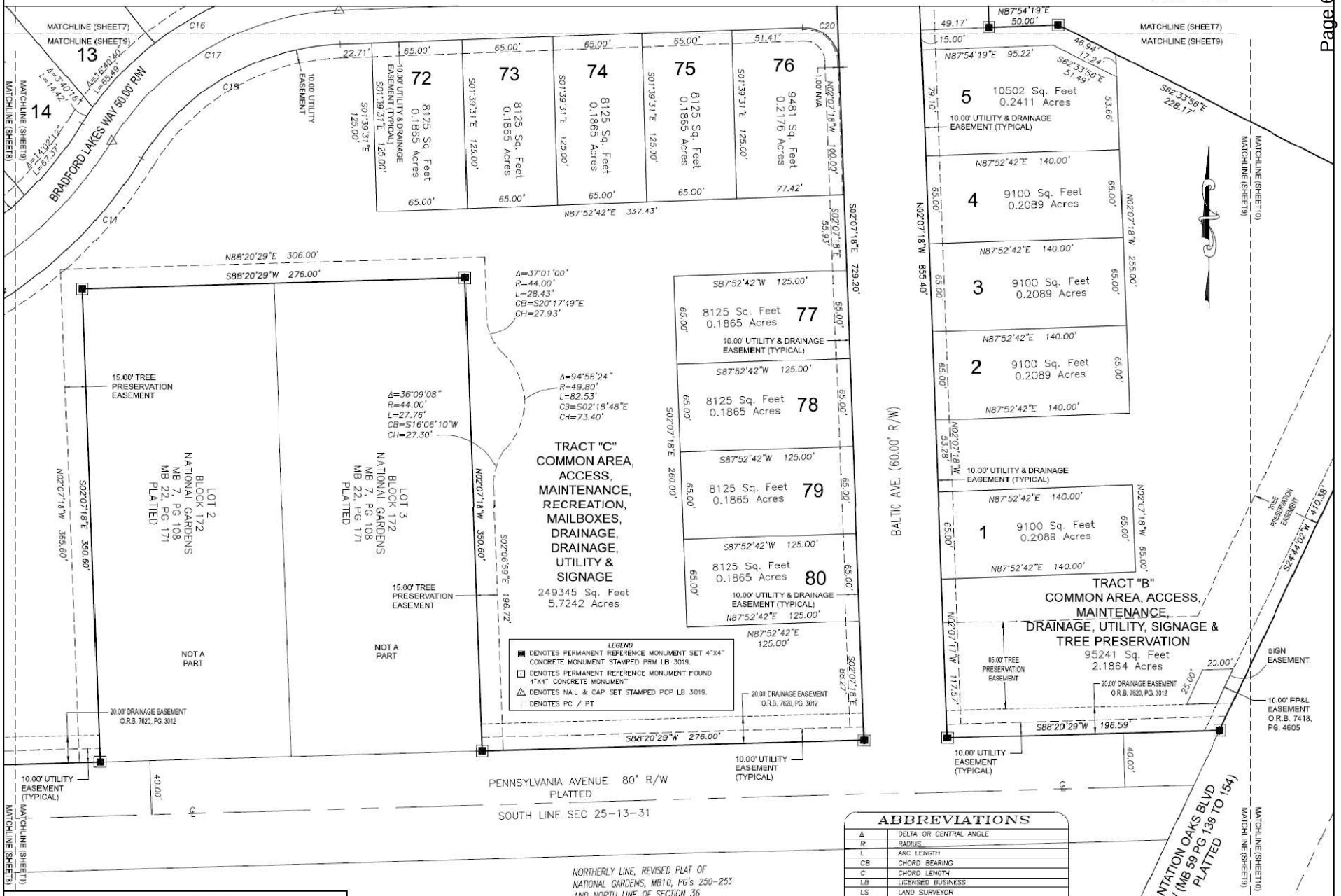

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C16	225.00'	223.46'	214.39'	N59°25'36"E	56°54'13"
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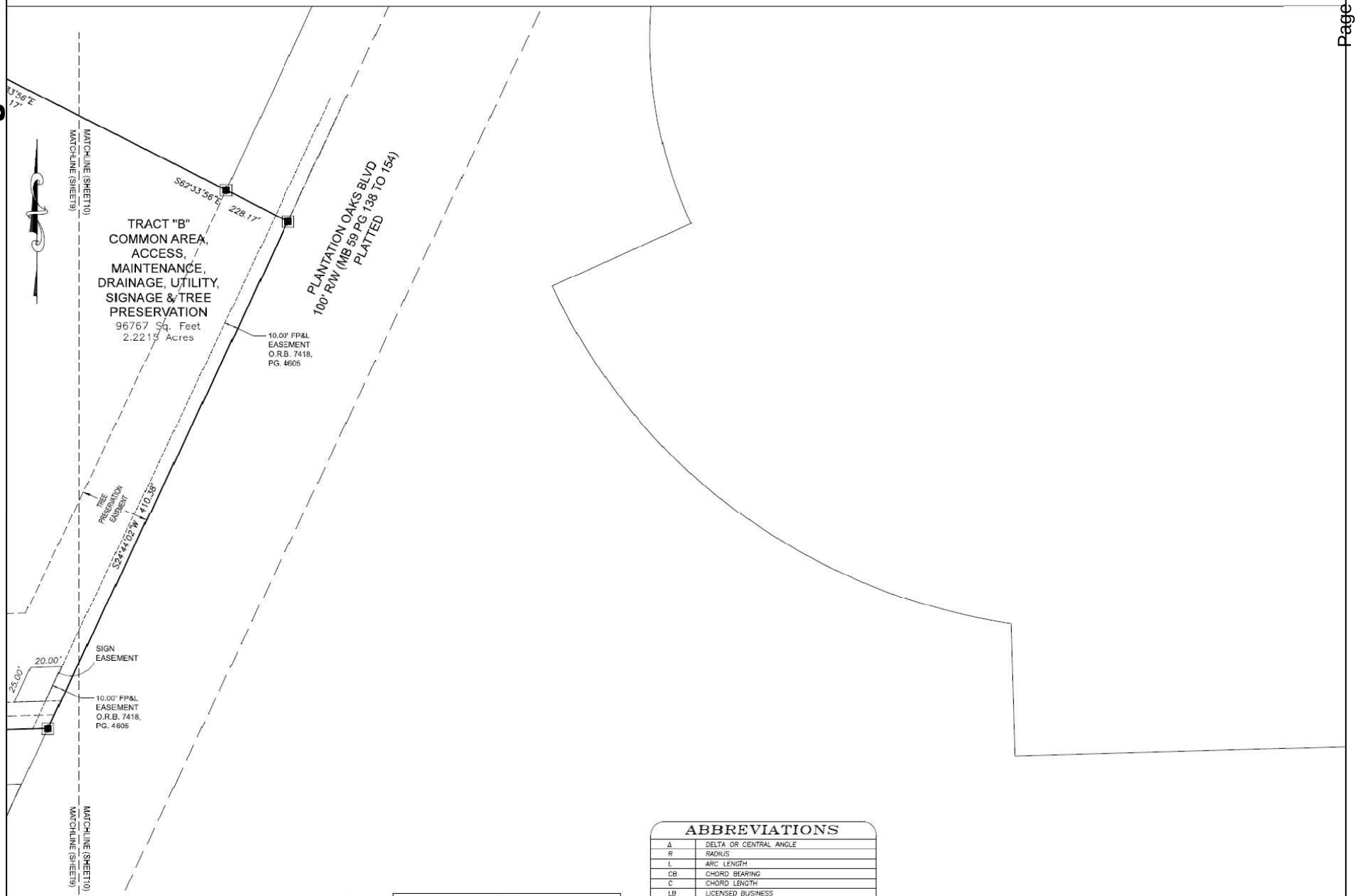

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SHEET 10 OF 10

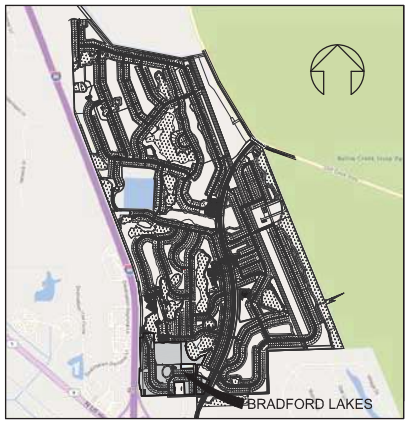
BRADFORD LAKES
PRELIMINARY PLAT & CONSTRUCTION PLANS
ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8". 0.30% FOR 10" UNLESS OTHERWISE NOTED.
SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION.
SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) ALL DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED LIGHTS.
7.) ALL ELEVATIONS REFER TO MEAN SEA LEVEL 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SODDED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS AND OFF SITE LIFT STATION DEED NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS. WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD PLANS #711-001. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION.
18.) ALL MAINTENANCE OF ALL LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.
19.) ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) ELEVATIONS REFER TO N.A.V.D. OF 1988, PER N.G.S. MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48 FEET – N.A.V.D. 88 (30.573 FEET – NGVD 29)
22.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.
23.) REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
24.) ALL POTABLE WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.
25.) PER THE PUD AGREEMENT A STATISTICAL TREE SURVEY HAS BEEN PREPARED BY CRAIG MURRAY FORESTER FOR THE ENTIRE PLANTATION OAKS, THE COUNTY SHALL NOT REQUIRE COMPLETE TREE SURVEY, ONLY A SURVEY OF SPECIMEN TREES.
26.) BRADFORD LAKES IS PHASE 4 OF PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT, APPROVED WITH ORDINANCE 2022-16.



FLOOD MAP
FLOOD ZONE "X" & "AH (30 FEET)"
FLOODPLAIN PANEL 12127C0184K EFFECTIVE DATE SEPTEMBER 29, 2017



LOCATION MAP



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Cassia fine sand, 0 to 2 percent slopes	3.6	6.8%
29	Immokalee sand	3.6	6.9%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	35.7	67.2%
51	Pomona-St. Johns complex	1.3	2.5%
99	Water	10.1	19.1%
Totals for Area of Interest		53.1	100.0%

SOILS MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY / TOPOGRAPHIC / TREE SURVEY
P1-P10	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-5	DEMOLITION/EROSION CONTROL PLAN
6-8	CIVIL PLAN
9	OVERALL UTILITY PLAN
10-12	UTILITY PLAN
13-16	PLAN & PROFILE
17-22	PAVING AND DRAINAGE DETAILS
23-24	WATER DISTRIBUTION SYSTEM DETAILS
25-26	SANITARY COLLECTION SYSTEM DETAILS
27-28	REUSE SYSTEM WATER DETAILS
29-30	OFF SITE LIFT STATION DETAILS
31	AMENITY CENTER - SITE PLAN
32	AMENITY CENTER - CIVIL PLAN
33	AMENITY CENTER - UTILITY PLAN
34	AMENITY, ENTRY - LANDSCAPE PLAN
35	LANDSCAPE DETAILS
36	AMENITY, ENTRY - IRRIGATION PLAN
37	IRRIGATION DETAILS
38	SIGNAGE DETAILS
39-40	LANDSCAPE DETAILS

PROJECT NAME
BRADFORD LAKES
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 53.122 ACRES INTO 80 SINGLE FAMILY FEE SIMPLE LOTS WITH PUBLIC STREETS AND OFF SITE PUBLIC LIFT STATION.

DEVELOPER/OWNER
RIDGE LAND HOLDINGS, LLC
RICK MAUGERI
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL. 32114
386-547-9086
rickm@ridge-development.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR
JEFF BARNES
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
(407) 628-9955

PROJECT ATTORNEY
GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
glenn@storchlawfirm.com
corey@storchlawfirm.com

LAND USE TABULATION

TOTAL AREA = 53.122 ACRES
TOTAL L.F. OF PUBLIC STREETS = 4,085 L.F.
DENSITY = 80 LOTS/53.122 = 1.506 DU/AC

LOTS 1-80.....14.621 ACRES
PUBLIC ROW.....4.0482 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.....25.5064 ACRES
TRACT B COMMON AREA MAINTENANCE, ACCESS, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION.....2.1864 ACRES
TRACT C COMMON AREA ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE.....5.742 ACRES
TOTAL.....53.122 ACRES

OFF SITE LIFT STATION (PARCEL A).....0.0674 ACRES

RECREATION AREA PROVIDED.....6.43 ACRES

EXISTING ZONING: PLANTATION OAKS OF ORMOND BEACH PUD

MINIMUM LOT SIZE 60' X 100'
SETBACKS:
FRONT.....20 FEET
REAR.....20 FEET
SIDE.....7.5 FEET
SIDE CORNER NO ACCESS.....15 FEET
WATERFRONT.....20 FEET
MAXIMUM BUILDING HEIGHT.....35 FEET
MAXIMUM BLDG COVERAGE.....60%
MAXIMUM LOT IMPERVIOUS.....75%
MINIMUM FLOOR AREA.... 1,400 S.F.
EXISTING ZONING: PUD
ACCESSORY STRUCTURE SETBACK:
SIDE YARD.....7.5 FEET
SIDE YARD CORNER NO ACCESS.....15 FEET
REAR YARD.....5 FEET
FRONT YARD.....20 FEET

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-6893 CERTIFICATE OF AUTHORIZATION #00003910
PARKER MYNCHENBERG, P.E. #32645 E-MAIL: parker@parkermynchenberg.com
STEVE BUSKIRK, P.E. #53995 E-MAIL: steve@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
STEVE BUSKIRK, P.E. #53995 FLA. L.A.#6670001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

BRADFORD LAKES
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. BLCS.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: NONE

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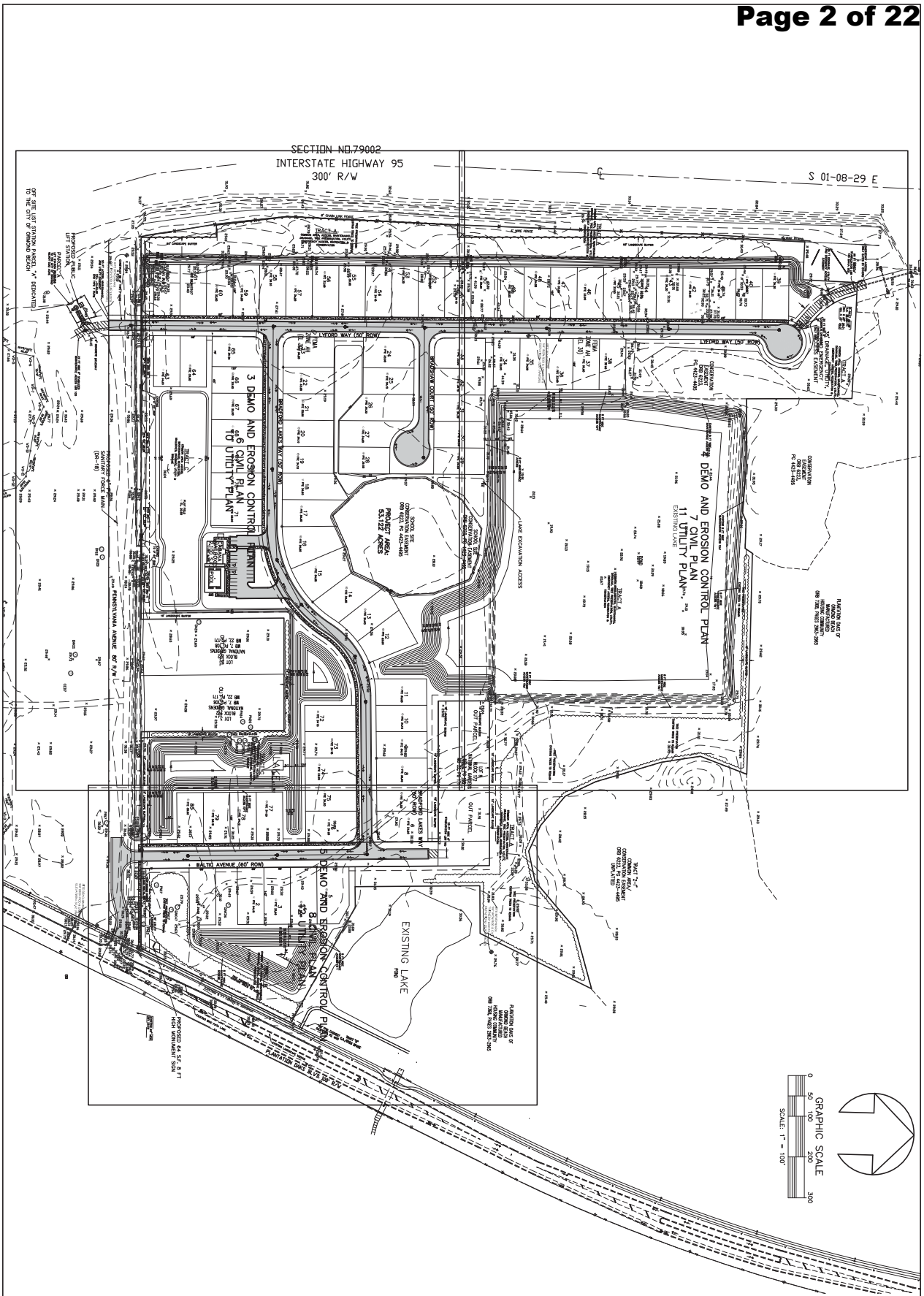

SEAL

SHEET NO.	2
File No. BL-SP.dwg	
Drawn By: SLB	
Date: 3/1/2023	
SCALE: 1" = 100'	

BRADFORD LAKES

ORMOND BEACH * FLORIDA

OVERALL PLAN/KEY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #AA667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB

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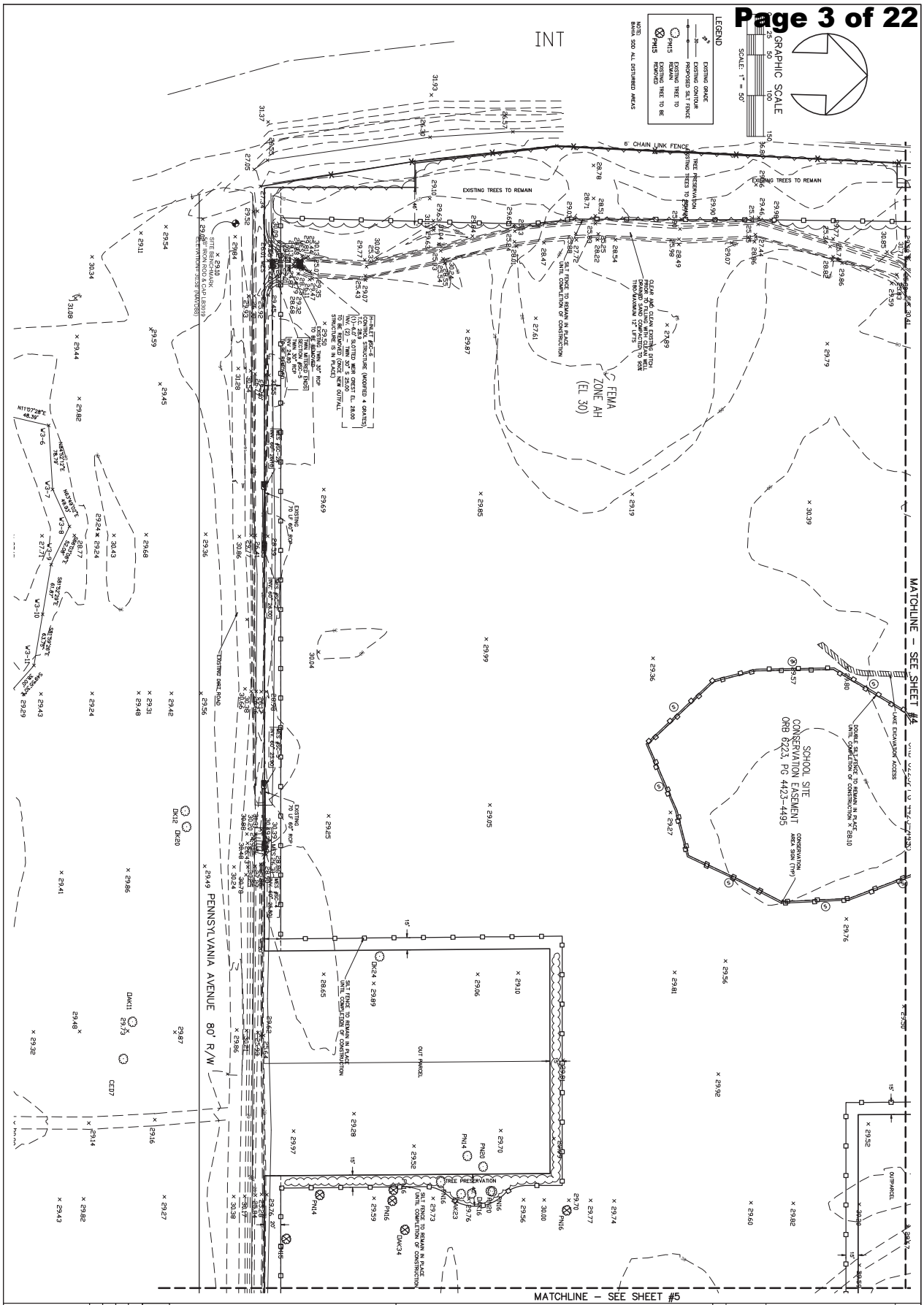
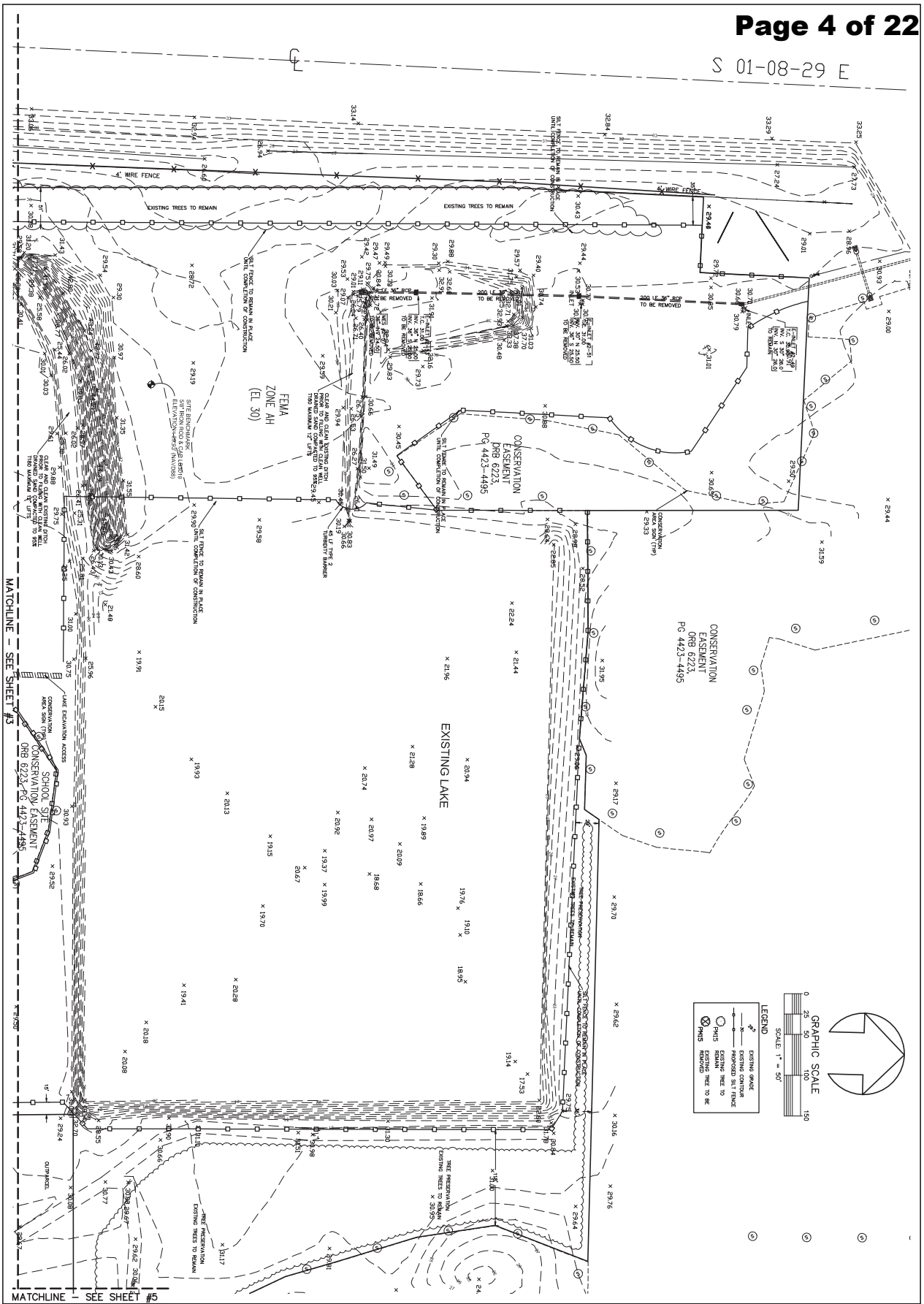


SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA DEMOLITION AND EROSION CONTROL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71301 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SHEET NO. 3 File No. BL-SP.dwg Drawn By: SLB Date: 3/1/2023 SCALE: 1" = 50'

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



SEAL

SHEET NO.	4
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Drawn By: SLB	
Date: 3/1/2023	
SCALE: 1" = 50'	

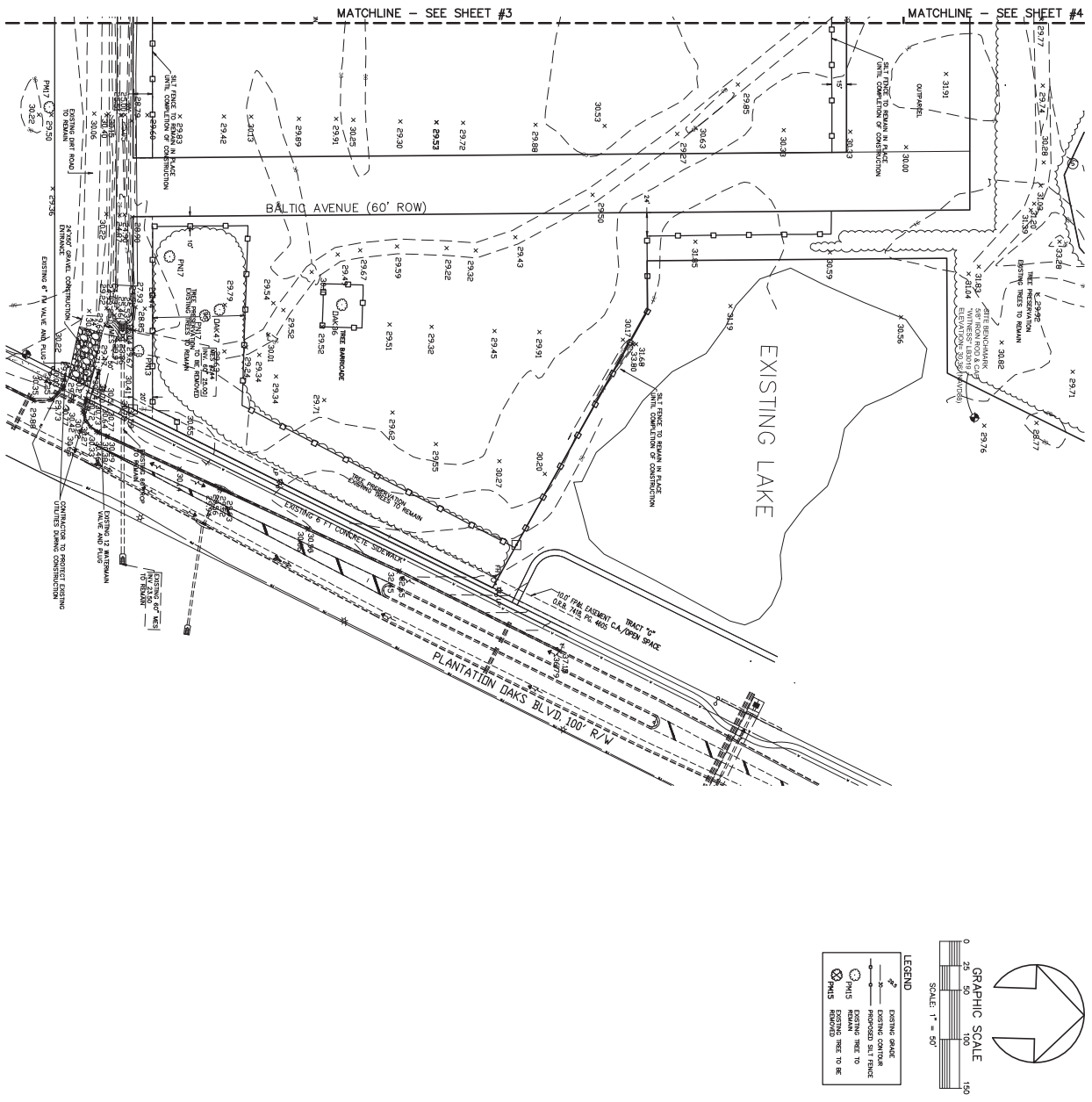
BRADFORD LAKES

ORMOND BEACH * FLORIDA

DEMOLITION AND EROSION CONTROL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB


MATCHLINE – SEE SHEET #3
MATCHLINE – SEE SHEET #4
BALTIC AVENUE (60' ROW)
EXISTING LAKE
PLANTATION OAKS BLVD. 100' R/W
TRACT "D"
OPEN SPACE
EXISTING 6' FT CONCRETE SIDEWALK
TREE PRESERVATION
EXISTING TREES TO REMAIN
TREE BARRICADE
SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
CONTRACTOR TO PROTECT EXISTING UTILITIES DURING CONSTRUCTION
EXISTING 12" WATERMAIN VALVE AND PLUG
EXISTING 6" FM VALVE AND PLUG
24'X50' GRAVEL CONSTRUCTION ENTRANCE
EXISTING 10' MES TO REMAIN
EXISTING 20' MES TO REMAIN
EXISTING 30' MES TO REMAIN
EXISTING 24' MES TO REMAIN
EXISTING 18" RCP TO REMAIN
EXISTING 24" RCP TO REMAIN
EXISTING 30" RCP TO REMAIN
EXISTING 36" RCP TO REMAIN
EXISTING 42" RCP TO REMAIN
EXISTING 48" RCP TO REMAIN
EXISTING 54" RCP TO REMAIN
EXISTING 60" RCP TO REMAIN
EXISTING 72" RCP TO REMAIN
EXISTING 84" RCP TO REMAIN
EXISTING 96" RCP TO REMAIN
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EXISTING 120" RCP TO REMAIN
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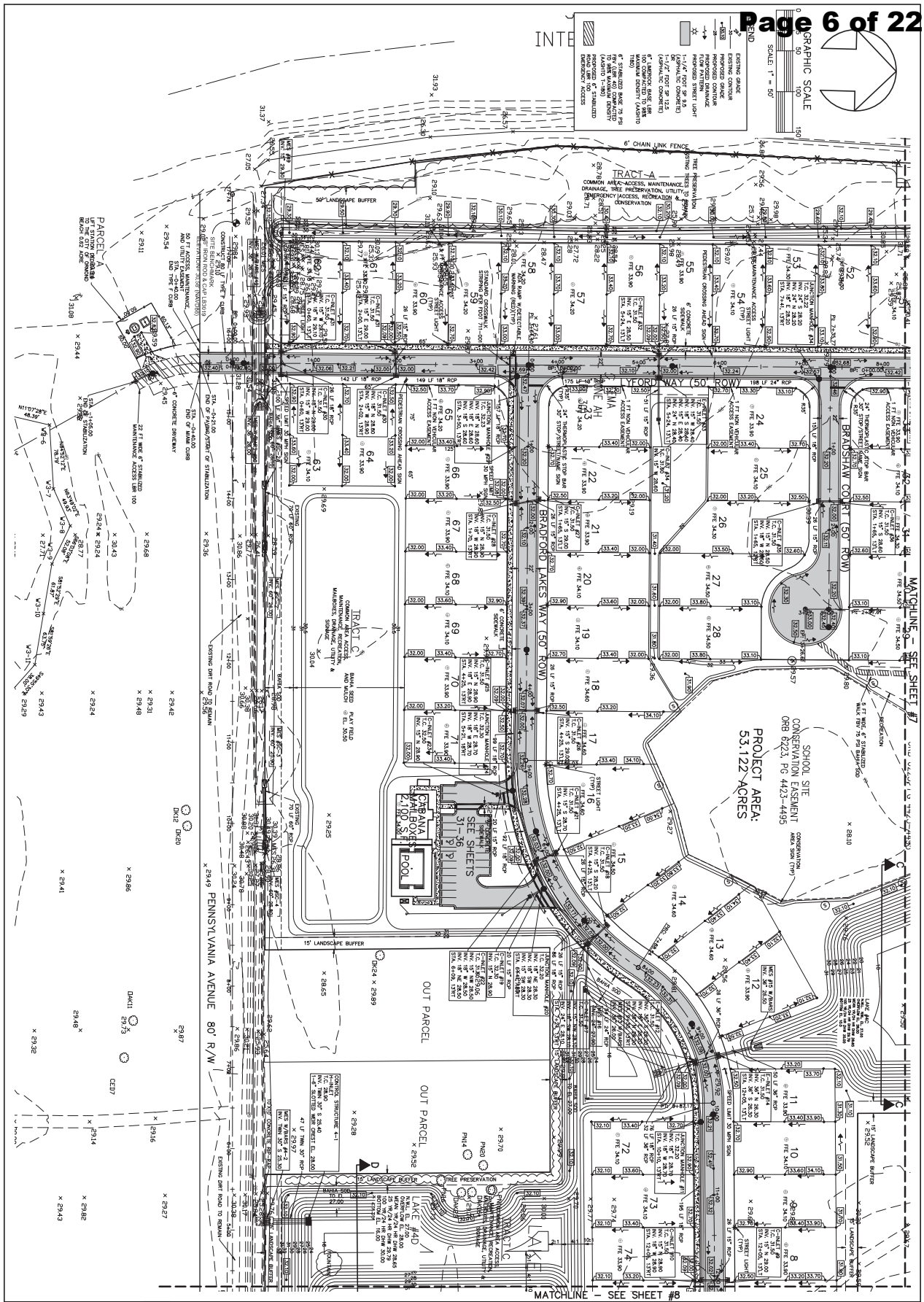
EXISTING

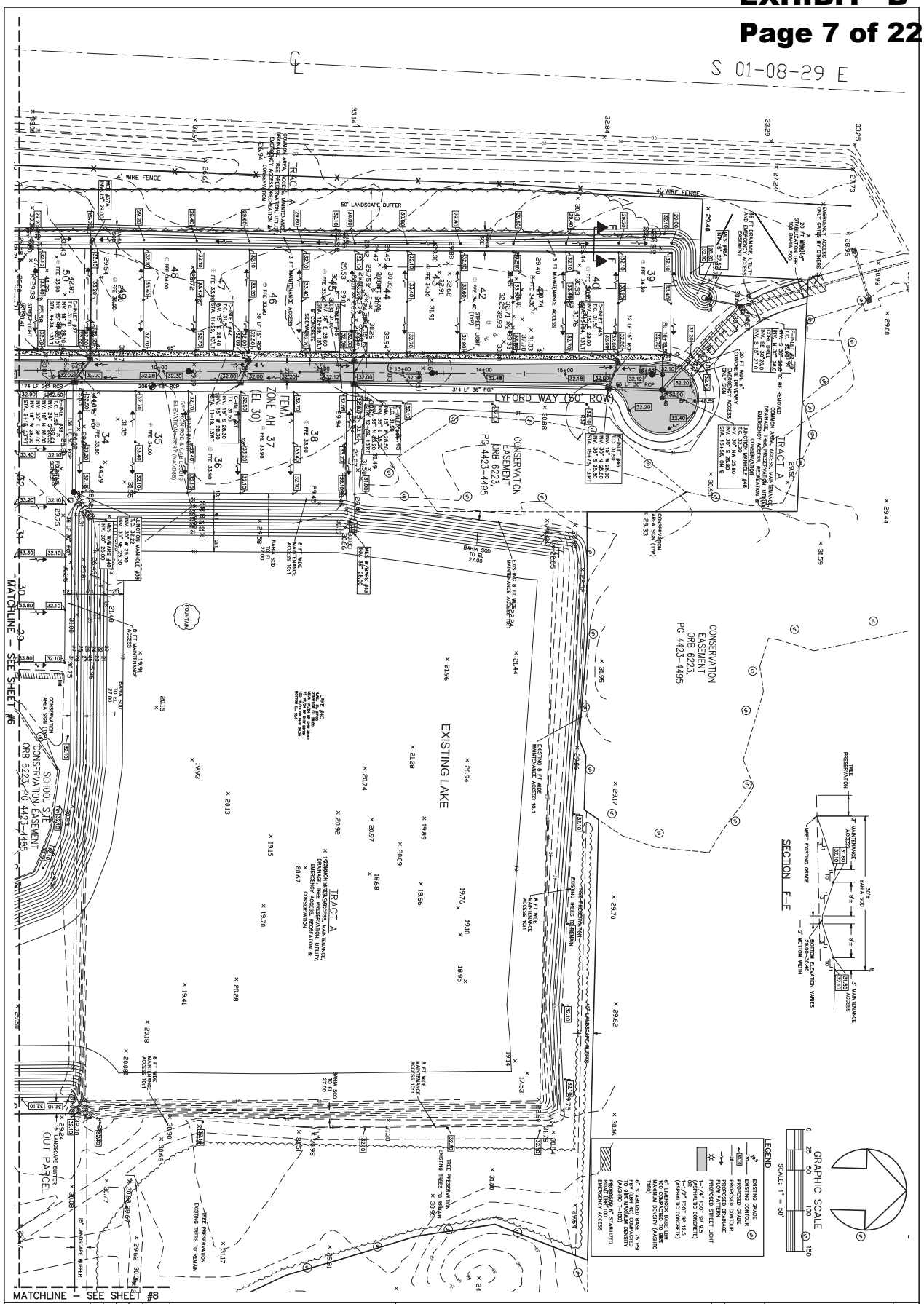


BRADFORD LAKES
ORMOND BEACH * FLORIDA
CIVIL PLAN

SHEET NO. 6
File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. ITE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

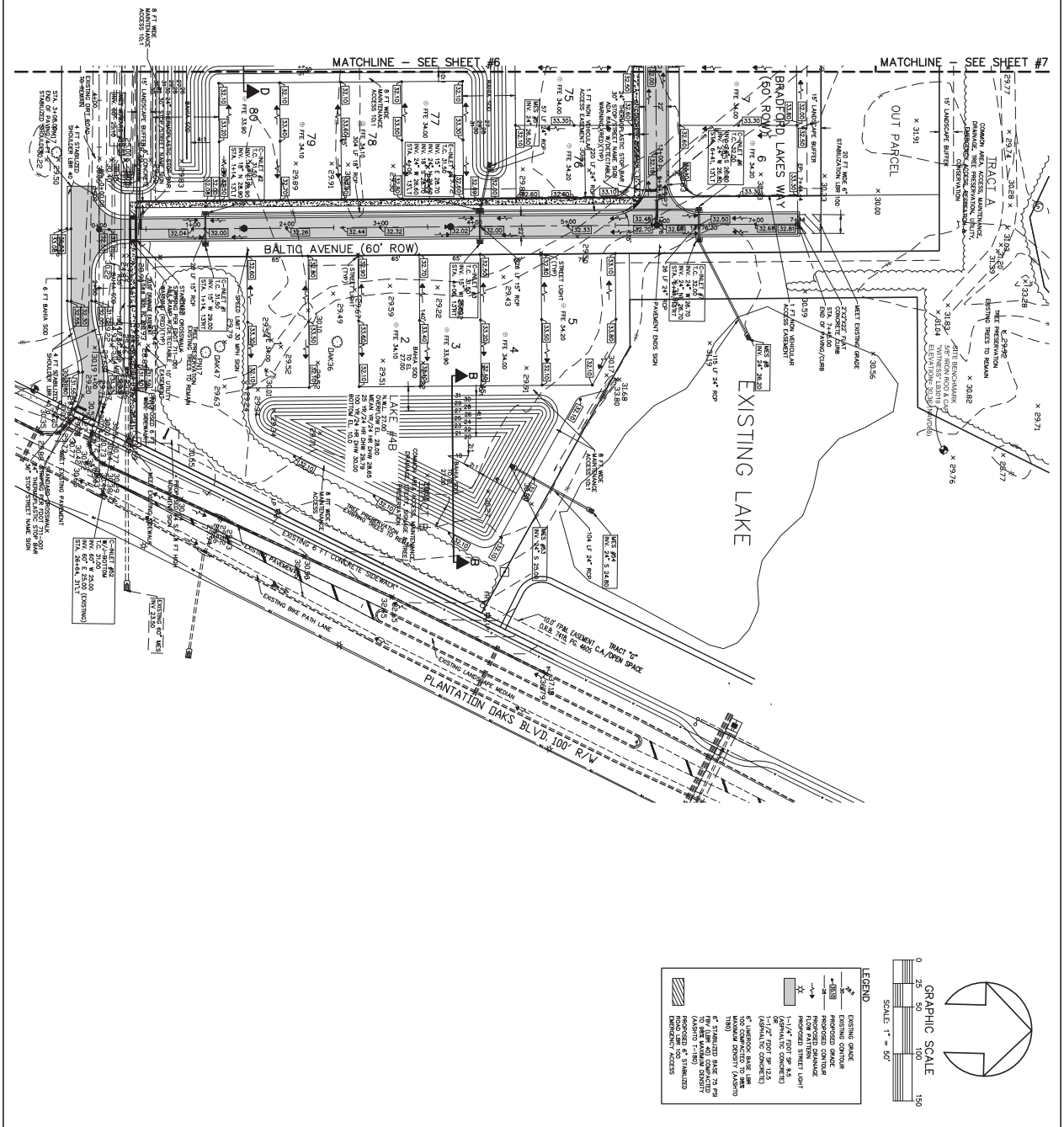
NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB



SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA CIVIL PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #39645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011 KEVIN A. ILE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB

SCALE: 1" = 50' | Drawn By: SLB | Date: 3/1/2023 | File No. BL-SP.dwg | SHEET NO. 7



SEAL

SHEET NO.	8
File No.	BL-SP.dwg
Drawn By:	SLB
Date:	3/1/2023
SCALE:	1" = 50'

BRADFORD LAKES
ORMOND BEACH * FLORIDA
CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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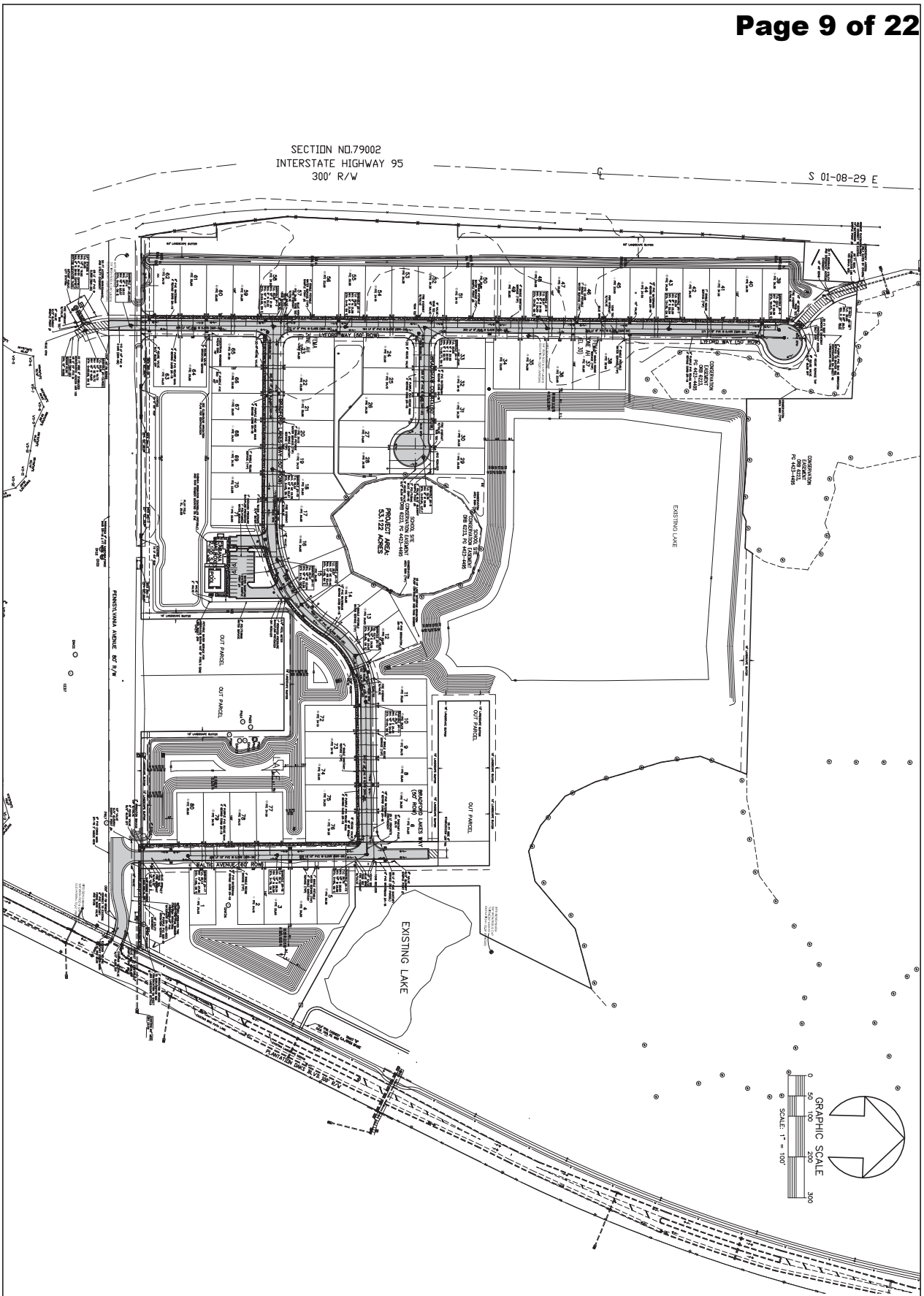
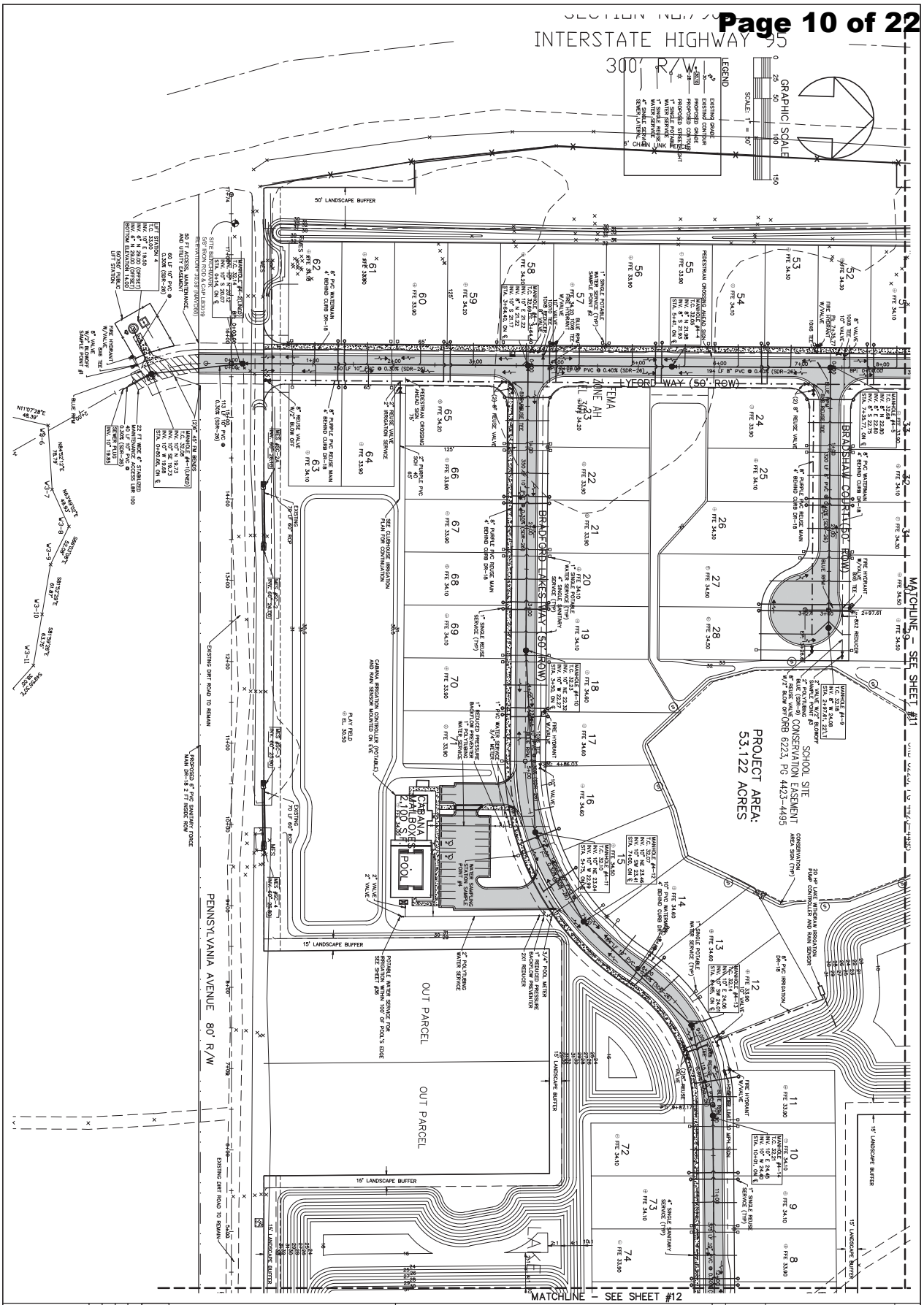
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. TIE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA OVERALL UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553, STEVE BUSWELL P.E. #53685 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. 1 | DATE 6/15/2023 | DESCRIPTION REVISED | BY SLB REVISIONS

SCALE: 1" = 100' | Date: 3/1/2023 | Drawn By: SLB | File No. BL-SP.dwg | SHEET NO. 9



BRADFORD LAKES

ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 10

File No. BL-SP.dwg

Drawn By: SLB

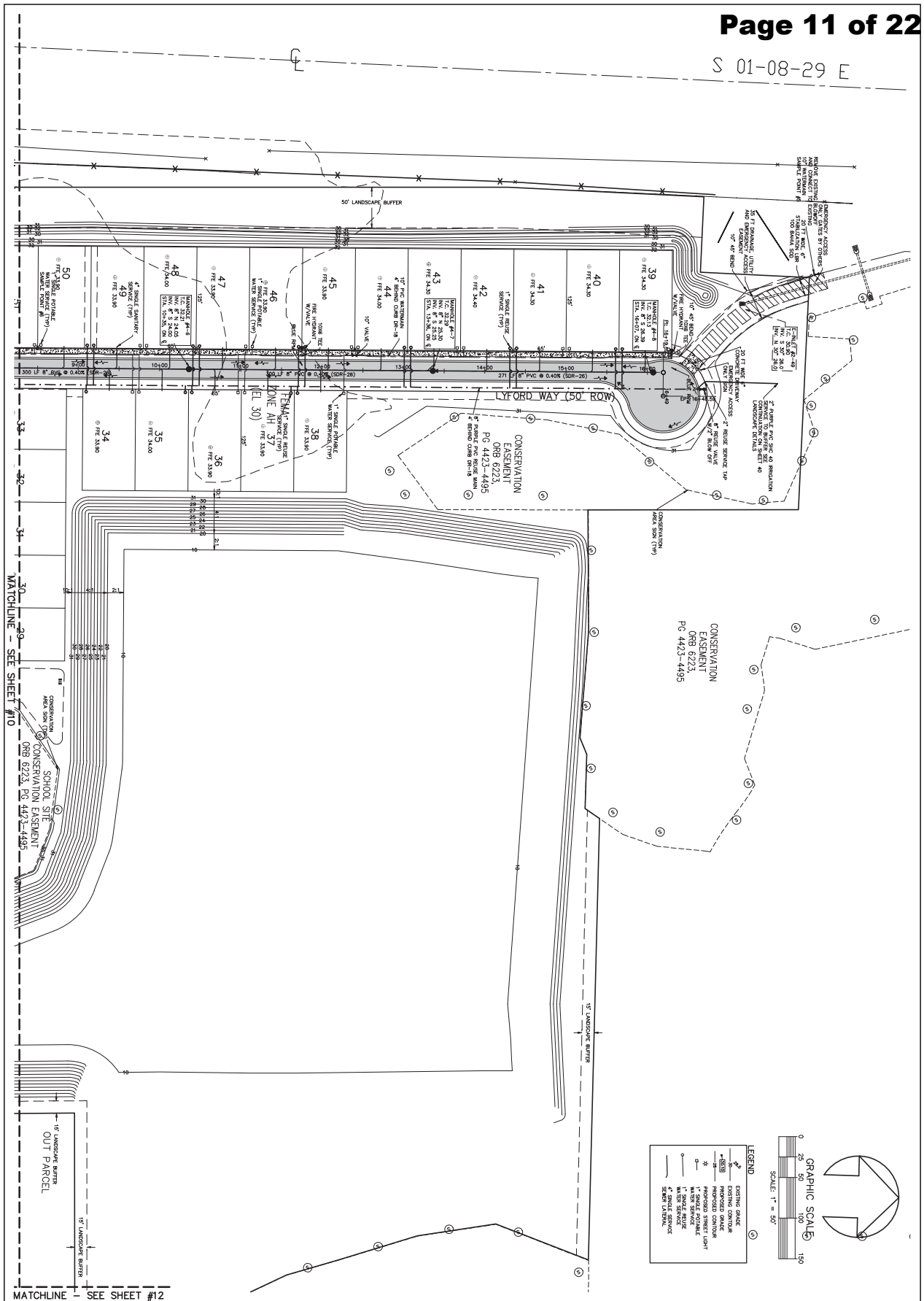
Date: 3/1/2023

SCALE: 1" = 50'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553
STEVE BUSWELL P.E. #53985 R.L.A. #AA667011
KEVIN A. TIE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SCALE: 1" = 50' Date: 3/1/2023 Drawn By: SLB File No. BL-SP.dwg SHEET NO. 11

NO.	DATE	DESCRIPTION	BY
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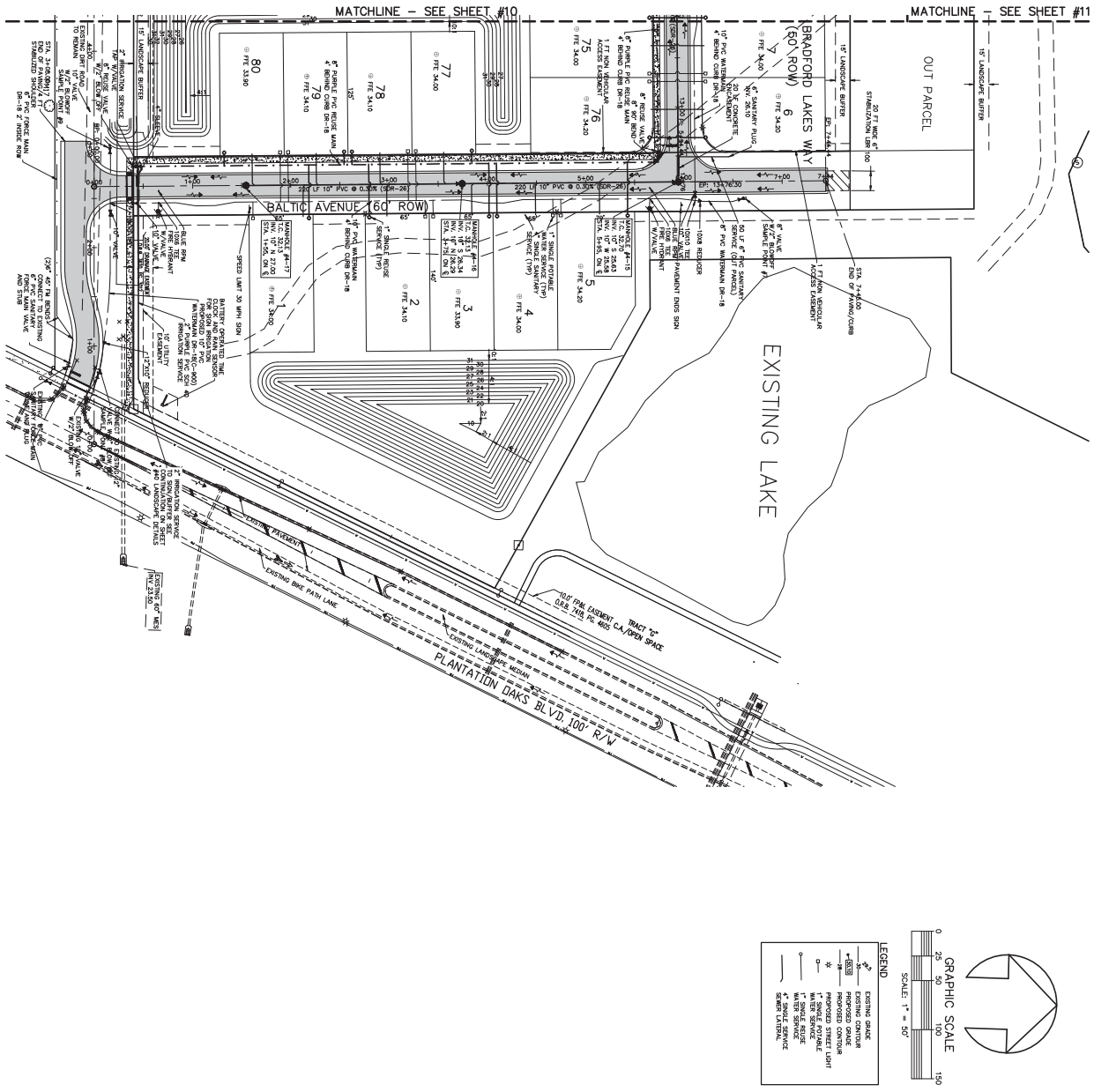
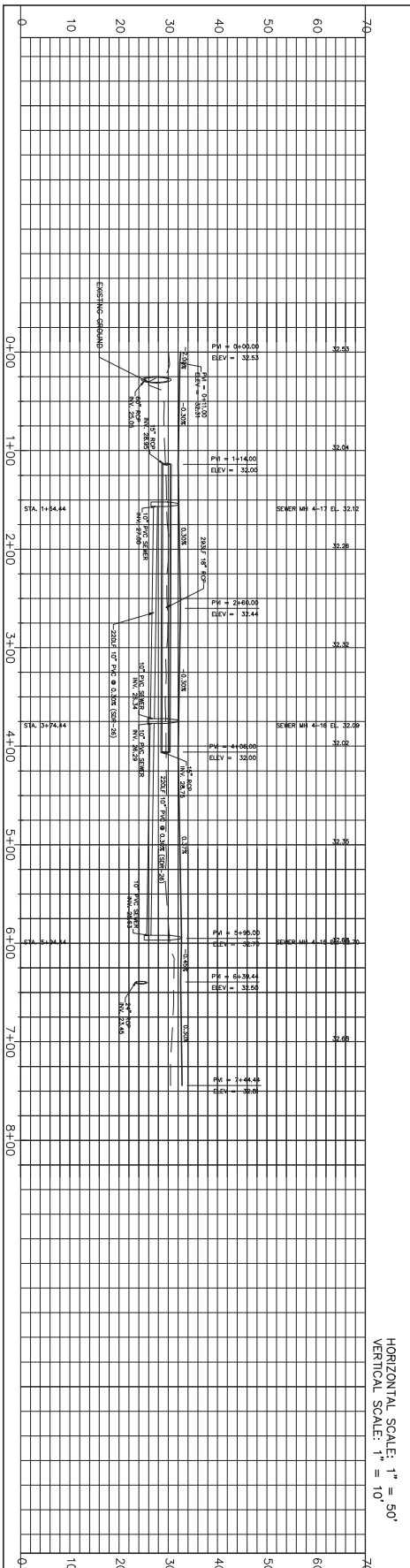
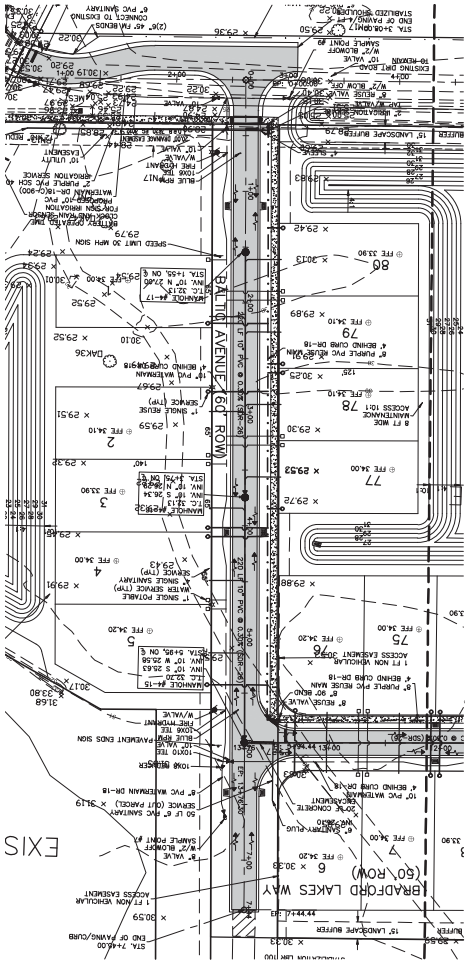
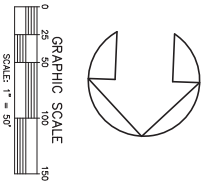


SEAL	BRADFORD LAKES ORMOND BEACH * FLORIDA UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #A6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	12 SHEET NO. File No. BL-SP.dwg Drawn By: SLB Date: 3/1/2023 SCALE: 1" = 50'

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	







SEAL

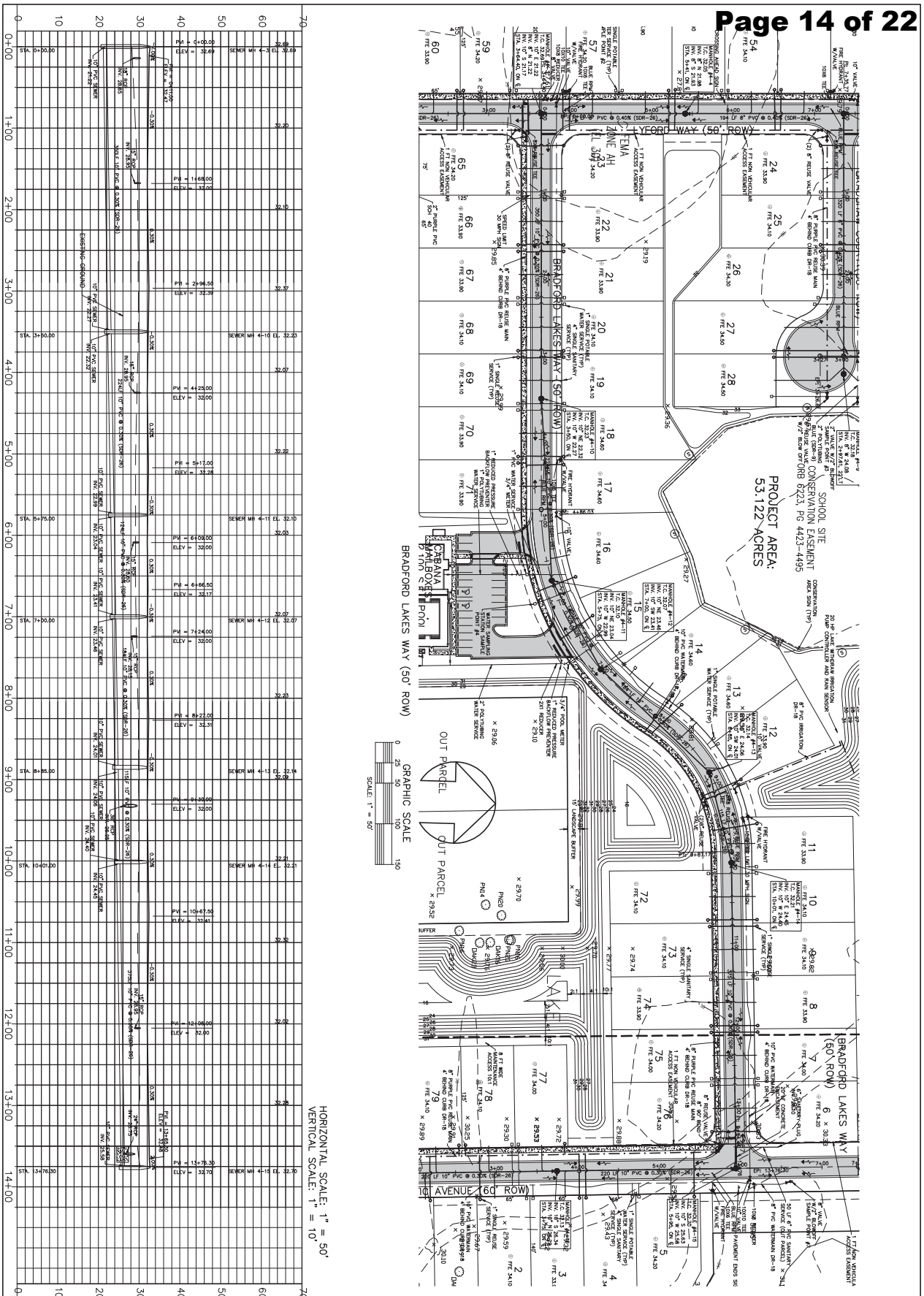
SCALE: 1" = 50'
Date: 3/1/2023
Drawn By: SLB
File No. BL-SP.dwg
SHEET NO. 13

BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA

BALTIC AVENUE
STA. 0+00.00 – STA. 6+41.00

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB



BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA

BRADFORD LAKES WAY
STA. 0+00.00 – STA. 13+76.30

SHEET NO. 14

File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
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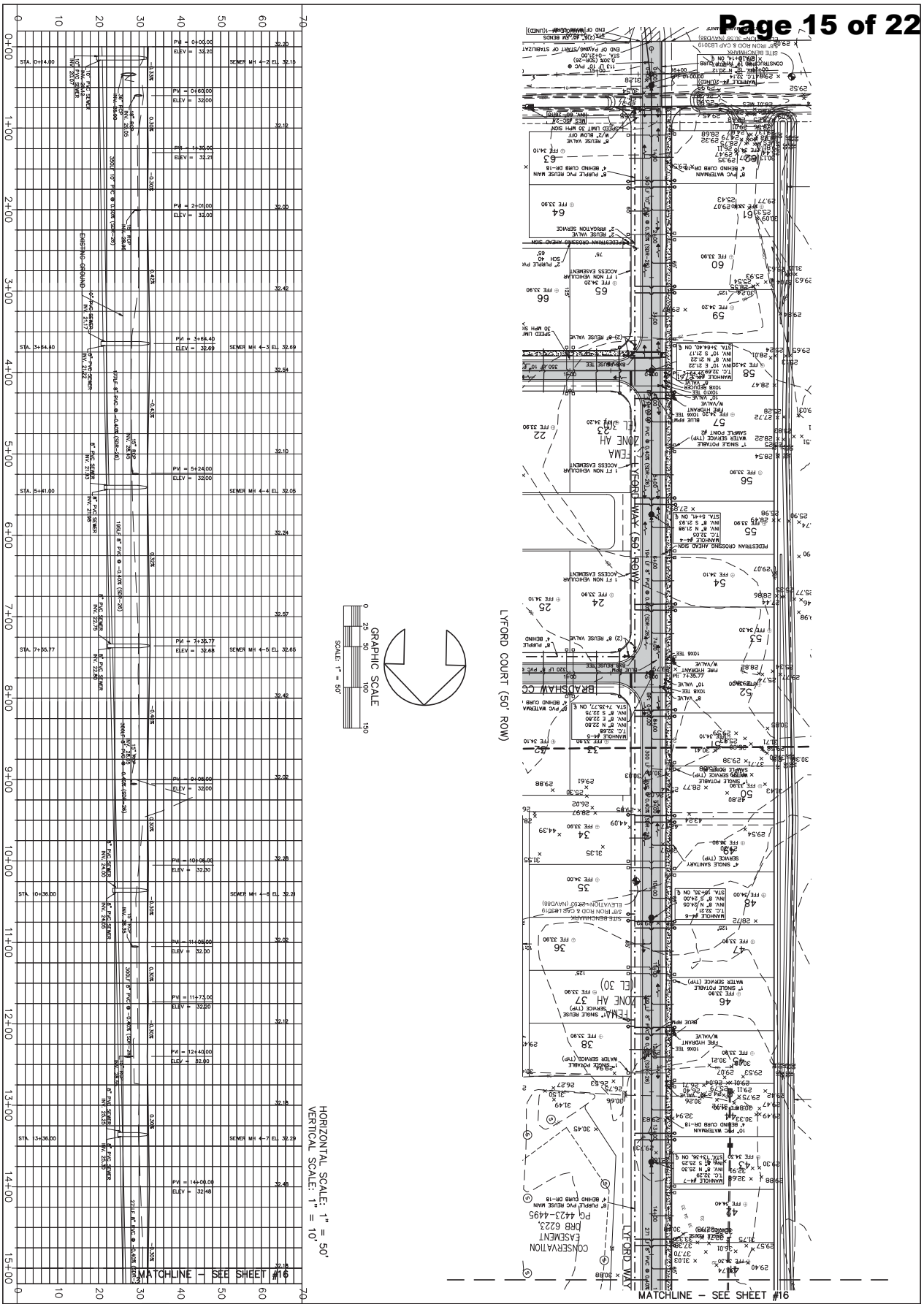
STEVE BUSNELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. TIE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED	SLB
		REVISIONS	



BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA

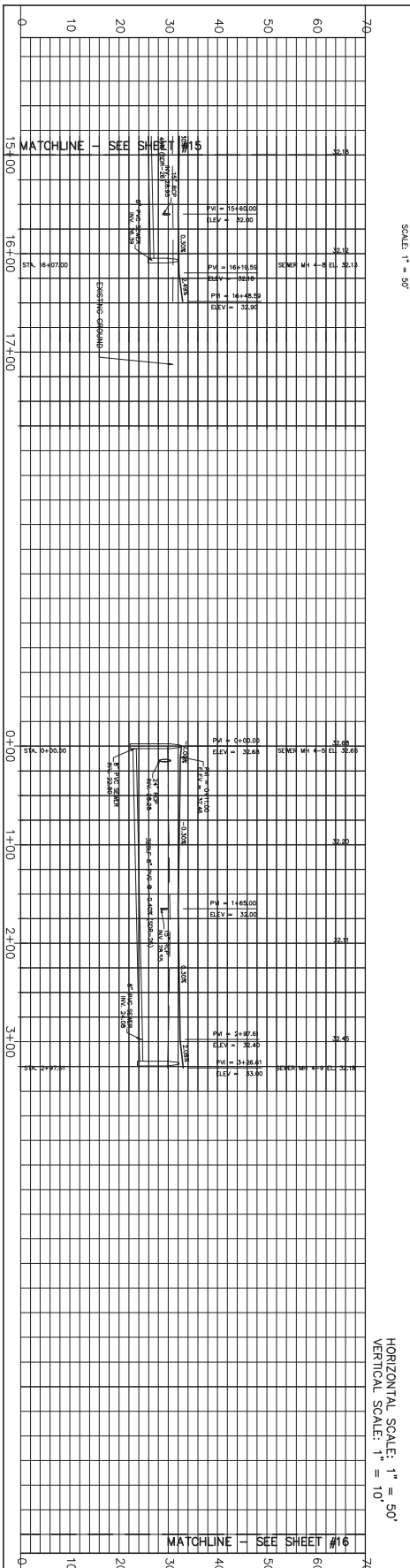
LYFORD WAY
STA. 0+00.00 – STA. 15+00.00

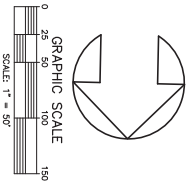
SEAL

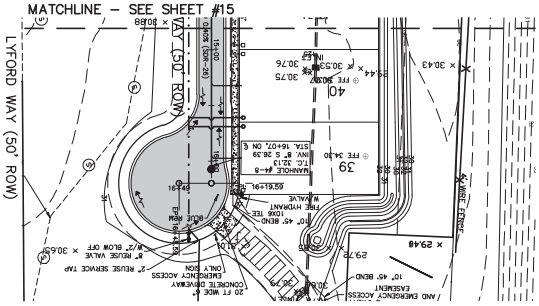
SCALE: 1" = 50'
Dated: 3/1/2023
Drawn By: SLB
File No. BL-SP.dwg
SHEET NO. 15

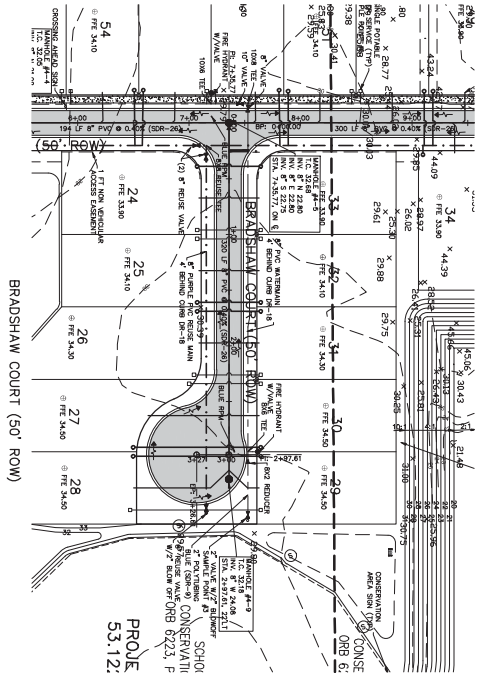
PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

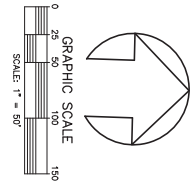
NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	6/15/2023	REVISED	SLB











BRADFORD LAKES
PLAN AND PROFILE
ORMOND BEACH * FLORIDA
LYFORD WAY
STA. 15+00.00 – STA. 17+41.47
BRADSHAW COURT
STA. 0+00.00 – STA. 3+26.61

SHEET NO. 16
File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 50'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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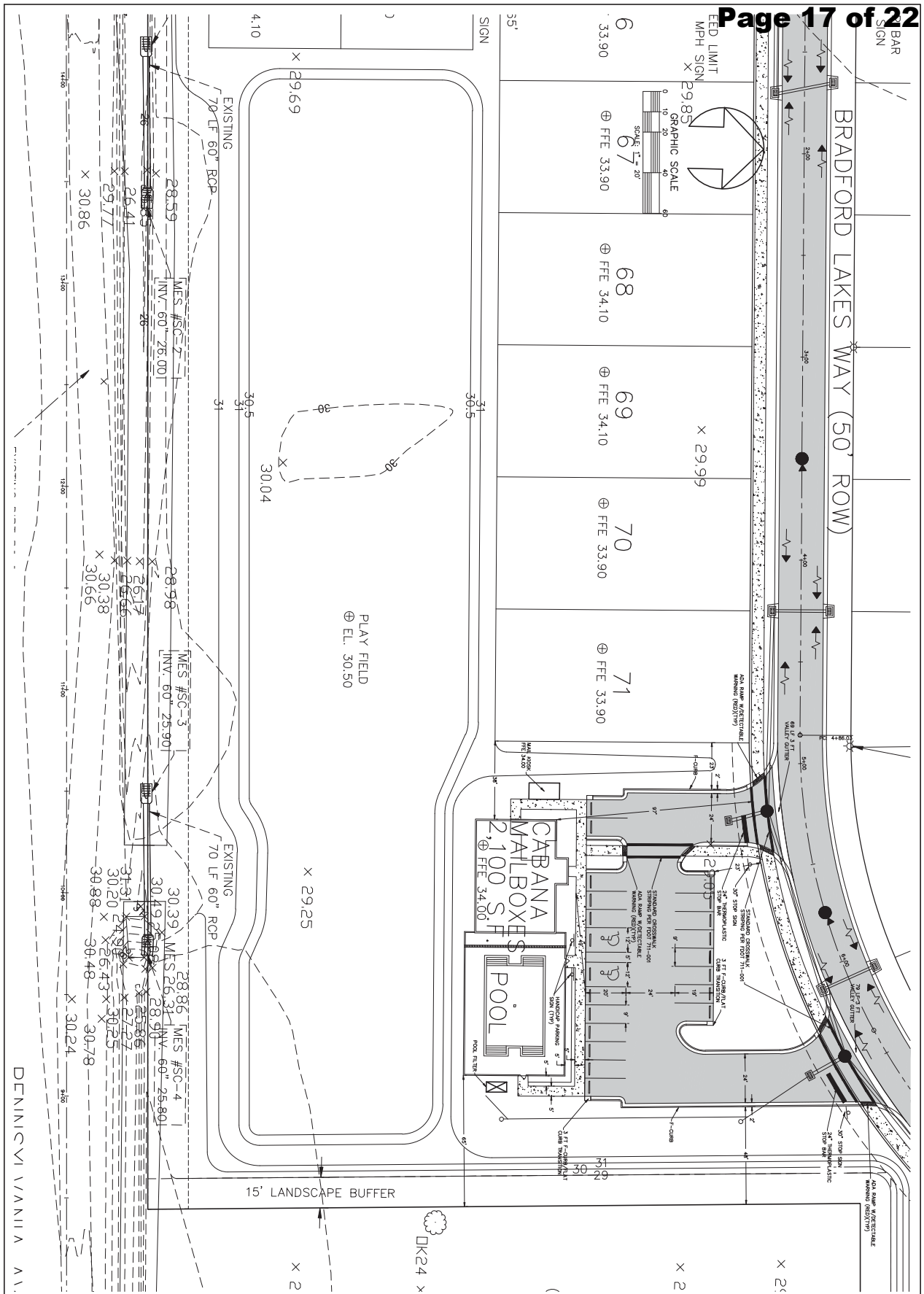
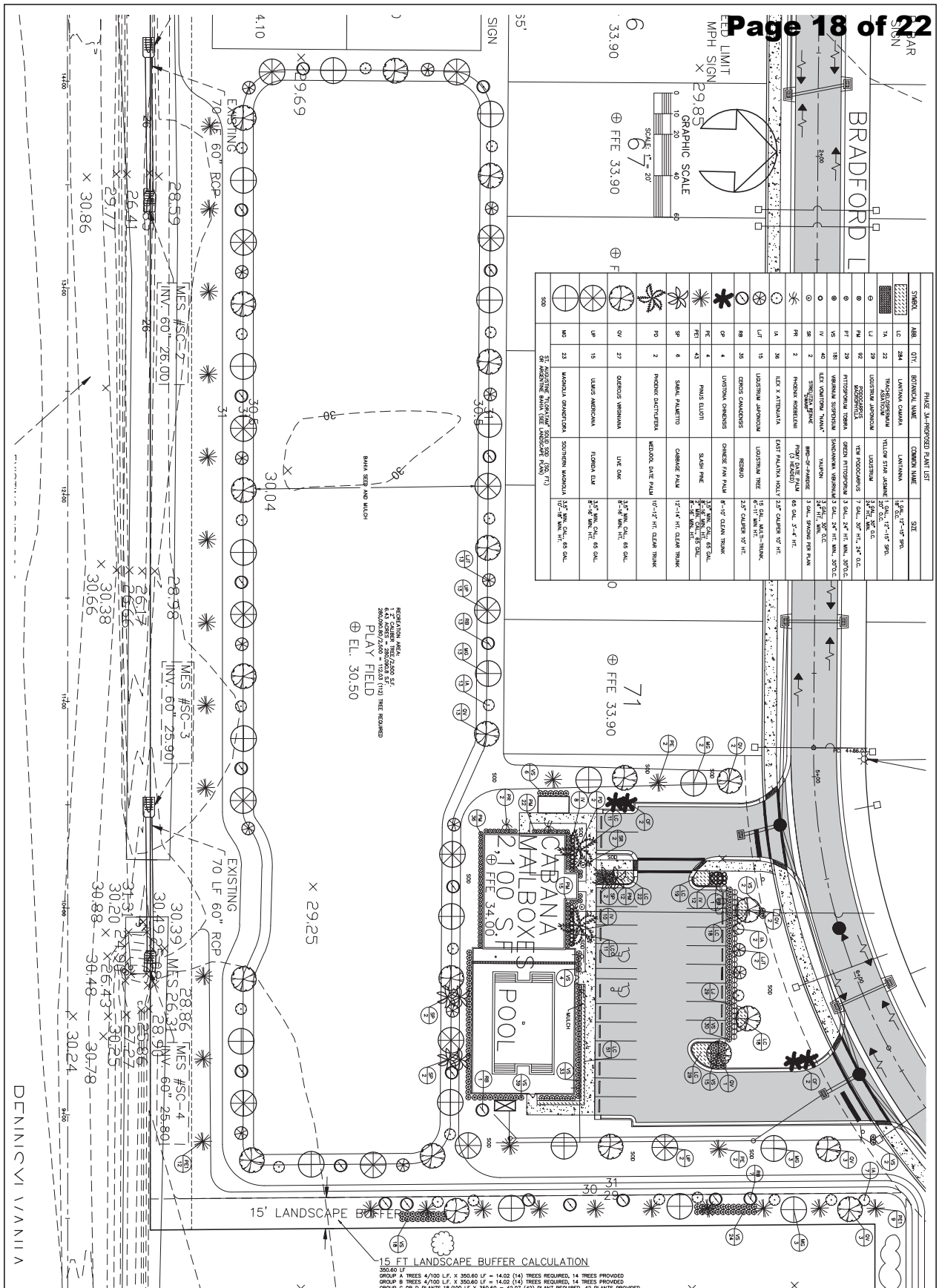
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #AA0667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	REVISIONS	BY
1	6/15/2023	REVISED	SLB



BRADFORD LAKES ORMOND BEACH * FLORIDA AMENITY CENTER – SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #AA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	SEAL SCALE: 1" = 20' Date: 3/1/2023 Drawn By: SLB File No. BL-SP.dwg SHEET NO. 31

NO.	DATE	DESCRIPTION	BY
1	6/15/2023	REVISED REVISIONS	SLB



SYMBOL	ABB	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
			PHASE 3A-PROPOSED PLANT LIST		
	LC	284	LANTANA CAMARA	LANTANA	18" O.C. 12"-15" SPD.
	TA	22	TRACHELOSPERMUM ASIATICUM	YELLOW STAR JASMINE	1 GAL., 12"-15" SPD. 24" O.C.
	LJ	28	LIGUSTRUM JAPONICUM	LIGUSTRUM	24" HT., 30" O.C.
	PM	92	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	7 GAL., 20" HT., 24" O.C.
	PT	29	PITTOSPORUM TOBIRA	GREEN PITTOSPORUM	3 GAL., 24" HT. MIN., 30"O.C.
	VS	189	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 24" HT. MIN., 30"O.C.
	IV	40	ILEX VOMITORIA 'NANA'	YAUPON	3 GAL., 20" O.C. 24" HT., MIN.
	SR	2	STRELITZIA REGINAE 'GIANT'	BIRD-OF-PARADISE	3 GAL. SPACING PER PLAN
	PR	2	PHOENIX ROEBELENII	PIGMY DATE PALM (3' HEADED)	60 GAL. 3'-4 HT.
	IA	36	ILEX X ATTENUATA	EAST PALATKA HOLLY	2.5" CALIPER 10' HT.
	LJT	15	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE	15 GAL., MULTI-TRUNK, 6'-11' MIN HT.
	RB	35	CERCIS CANADENSIS	REDBUD	2.5" CALIPER 10' HT.
	GP	4	LIVISTONA CHINENSIS	CHINESE FAN PALM	8'-10' CLEAR TRUNK
	PE	4	PINUS ELLIOTI	SLASH PINE	3.5" MIN. CAL., 65 GAL. 8'-16' MIN. HT.
	PEC	43	PINUS ELLIOTI	SLASH PINE	3.5" MIN. CAL., 65 GAL. 8'-16' MIN. HT.
	SP	6	SABAL PALMETTO	CABBAGE PALM	12'-14' HT. CLEAR TRUNK
	PD	2	PHOENIX DACTYLIFERA	MEDJOOL DATE PALM	10'-12' HT. CLEAR TRUNK
	QV	27	QUERCUS VIRGINIANA	LIVE OAK	3.5" MIN. CAL., 65 GAL. 8'-16' MIN. HT.
	LIP	15	LIRIODENDRON TULIPIFERA	TULIP TREE	3.5" MIN. CAL., 65 GAL. 8'-16' MIN. HT.
	MG	23	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	3.5" MIN. CAL., 65 GAL. 10'-16' MIN. HT.
			ST. AUGUSTINE 'FLORATAM' SOD (SOD AREA = 3,500 SQ. FT.) ST. AUGUSTINE 'BITTERBLUE' SOD (SOD AREA = 260,500 SQ. FT.)		

15 FT LANDSCAPE BUFFER CALCULATION
350.60 LF
GROUP A TREES 4/100 L.F. X 350.60 LF = 14.02 (14) TREES REQUIRED, 14 TREES PROVIDED
GROUP B TREES 4/100 L.F. X 350.60 LF = 14.02 (14) TREES REQUIRED, 14 TREES PROVIDED
GROUP C OR D PLANTS 18/100 LF X 350.60 = 42.07 (42) PLANT REQUIRED, 42 PLANTS PROVIDED

BRADFORD LAKES
ORMOND BEACH * FLORIDA
AMENITY CENTER – LANDSCAPE PLAN

PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. TIE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
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		REVISIONS	

SEAL

SHEET NO. 34

File No. BL-SP.dwg
Drawn By: SLB
Date: 3/1/2023
SCALE: 1" = 20'

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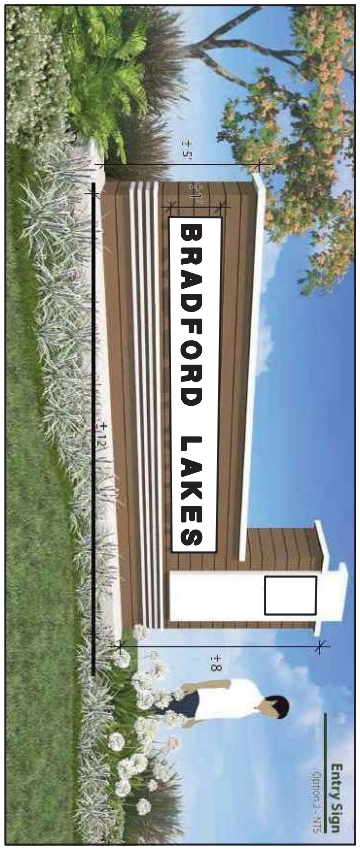

PROPOSED SIGN
48 S.F. COPY AREA
ENTRY SIGN TO BE SUBMITTED SEPARATELY

SEAL

SCALE: NONE
Date: 3/1/2023
Drawn By: SLB
File No. BL-det.dwg
SHEET NO. 38

BRADFORD LAKES
ORMOND BEACH • FLORIDA
SIGNAGE DETAILS

PARKER MYNCHENBERG & ASSOCIATES, INC.
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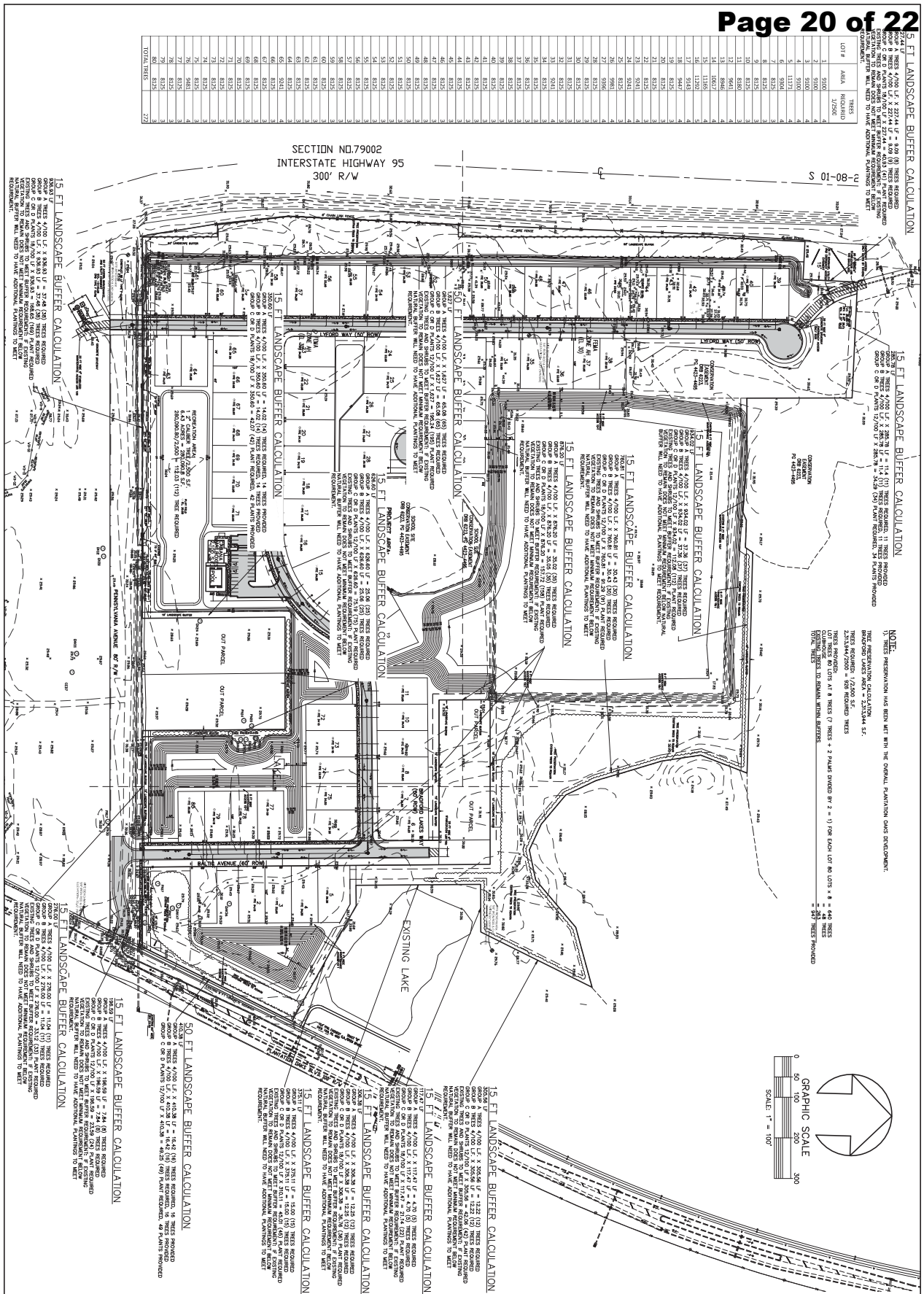

LOT #	AREA	TREES REQUIRED 1/2500
1	9100	4
2	9100	4
3	9100	4
4	9100	4
5	11371	5
6	9304	4
7	8325	3
8	8325	3
9	8325	3
10	8325	3
11	8180	3
12	9641	4
13	8946	4
14	10067	4
15	11350	5
16	11350	5
17	9143	4
18	9447	4
19	8325	3
20	8325	3
21	8325	3
22	9241	4
23	9241	4
24	9241	4
25	8325	3
26	9396	4
27	9396	4
28	8325	3
29	8325	3
30	8325	3
31	8325	3
32	8325	3
33	9241	4
34	8325	3
35	8325	3
36	8325	3
37	8325	3
38	8325	3
39	8325	3
40	8325	3
41	8325	3
42	8325	3
43	8325	3
44	8325	3
45	8325	3
46	8325	3
47	8325	3
48	8325	3
49	8325	3
50	8325	3
51	8325	3
52	8325	3
53	8325	3
54	8325	3
55	8325	3
56	8325	3
57	8325	3
58	8325	3
59	8325	3
60	8325	3
61	8325	3
62	8325	3
63	8325	3
64	8325	3
65	9241	4
66	8325	3
67	8325	3
68	8325	3
69	8325	3
70	8325	3
71	8325	3
72	8325	3
73	8325	3
74	8325	3
75	8325	3
76	9481	4
77	8325	3
78	8325	3
79	8325	3
80	8325	3
TOTAL TREES		272

15 FT. LANDSCAPE BUFFER CALCULATION
2274.44 LF
REQUIRED
GROUP A TREES 4/100 LF X 2274.44 LF = 91.0 (9) TREES REQUIRED
GROUP B TREES 4/100 LF X 2274.44 LF = 409.0 (41) PLANT REQUIRED
GROUP C OR D PLANTS 18/100 LF X 2274.44 = 409.38 (41) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

50 FT. LANDSCAPE BUFFER CALCULATION
1427 LF
REQUIRED
GROUP A TREES 4/100 LF X 1427 LF = 56.08 (66) TREES REQUIRED
GROUP B TREES 4/100 LF X 1427 LF = 57.08 (57) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 1427 = 195.24 (195) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
2285.78 LF
REQUIRED
GROUP A TREES 4/100 LF X 2285.78 LF = 114.4 (11) TREES REQUIRED, 11 TREES PROVIDED
GROUP B TREES 4/100 LF X 2285.78 LF = 914.31 (91) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 2285.78 = 274.29 (34) PLANT REQUIRED, 34 PLANTS PROVIDED

15 FT. LANDSCAPE BUFFER CALCULATION
934.42 LF
REQUIRED
GROUP A TREES 4/100 LF X 934.42 LF = 37.36 (37) TREES REQUIRED
GROUP B TREES 4/100 LF X 934.42 LF = 37.36 (37) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 934.42 = 112.13 (112) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
760.69 LF
REQUIRED
GROUP A TREES 4/100 LF X 760.69 LF = 30.43 (30) TREES REQUIRED
GROUP B TREES 4/100 LF X 760.69 LF = 30.43 (30) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 760.69 = 91.28 (91) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
876.20 LF
REQUIRED
GROUP A TREES 4/100 LF X 876.20 LF = 35.02 (35) TREES REQUIRED
GROUP B TREES 4/100 LF X 876.20 LF = 35.02 (35) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 876.20 = 157.72 (157) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
626.60 LF
REQUIRED
GROUP A TREES 4/100 LF X 626.60 LF = 25.06 (25) TREES REQUIRED
GROUP B TREES 4/100 LF X 626.60 LF = 25.06 (25) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 626.60 = 112.79 (112) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
350.60 LF
REQUIRED
GROUP A TREES 4/100 LF X 350.60 LF = 14.02 (14) TREES REQUIRED, 14 TREES PROVIDED
GROUP B TREES 4/100 LF X 350.60 LF = 14.02 (14) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 350.60 = 42.07 (42) PLANT REQUIRED, 42 PLANTS PROVIDED

RECREATION AREA
1.2" CALIBER TREE / 200 S.F.
280,000.00 / 2,500 = 112.00 (112) TREE REQUIRED

15 FT. LANDSCAPE BUFFER CALCULATION
1117.49 LF
REQUIRED
GROUP A TREES 4/100 LF X 1117.49 LF = 4.70 (5) TREES REQUIRED
GROUP B TREES 4/100 LF X 1117.49 LF = 4.70 (5) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 1117.49 = 201.14 (201) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
305.56 LF
REQUIRED
GROUP A TREES 4/100 LF X 305.56 LF = 12.22 (12) TREES REQUIRED
GROUP B TREES 4/100 LF X 305.56 LF = 12.22 (12) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 305.56 = 42.08 (42) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
306.38 LF
REQUIRED
GROUP A TREES 4/100 LF X 306.38 LF = 12.25 (12) TREES REQUIRED
GROUP B TREES 4/100 LF X 306.38 LF = 12.25 (12) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 306.39 = 26.76 (26) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
375.11 LF
REQUIRED
GROUP A TREES 4/100 LF X 375.11 LF = 15.00 (15) TREES REQUIRED
GROUP B TREES 4/100 LF X 375.11 LF = 15.00 (15) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 375.11 = 45.01 (45) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

50 FT. LANDSCAPE BUFFER CALCULATION
410.38 LF
REQUIRED
GROUP A TREES 4/100 LF X 410.38 LF = 16.42 (16) TREES REQUIRED, 16 TREES PROVIDED
GROUP B TREES 4/100 LF X 410.38 LF = 16.42 (16) TREES REQUIRED, 16 TREES PROVIDED
GROUP C OR D PLANTS 12/100 LF X 410.38 = 49.25 (49) PLANT REQUIRED, 49 PLANTS PROVIDED

15 FT. LANDSCAPE BUFFER CALCULATION
276.00 LF
REQUIRED
GROUP A TREES 4/100 LF X 276.00 LF = 11.04 (11) TREES REQUIRED
GROUP B TREES 4/100 LF X 276.00 LF = 11.04 (11) TREES REQUIRED
GROUP C OR D PLANTS 12/100 LF X 276.00 = 33.12 (33) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

15 FT. LANDSCAPE BUFFER CALCULATION
196.59 LF
REQUIRED
GROUP A TREES 4/100 LF X 196.59 LF = 7.84 (8) TREES REQUIRED
GROUP B TREES 4/100 LF X 196.59 LF = 7.84 (8) TREES REQUIRED
GROUP C OR D PLANTS 18/100 LF X 196.59 = 35.39 (35) PLANT REQUIRED
EXISTING TREES AND SHRUBS TO MEET BUFFER REQUIREMENT. IF EXISTING VEGETATION TO REMAIN DOES NOT MEET MINIMUM REQUIREMENT, THEN NATURAL BUFFER WILL NEED TO HAVE ADDITIONAL PLANTINGS TO MEET REQUIREMENT.

NOTE:
1). TREES PRESERVATION HAS BEEN MET WITH THE OVERALL PLANTATION OAKS DEVELOPMENT.

TREE PRESERVATION CALCULATION
BRADFORD LAKES AREA = 2,315,944 S.F.

TREES REQUIRED: 1/2,500 S.F.
2,315,944/2500 = 926 REQUIRED TREES

LOT TREES 80 LOTS AT 8 TREES (7 TREES + 2 PALMS DIVIDED BY 2 = 1) FOR EACH LOT 80 LOTS x 8 = 640 TREES
EXISTING TREES TO REMAIN WITHIN BUFFERS = 43 TREES
TOTAL TREES = 947 TREES PROVIDED

		BRADFORD LAKES	
		ORMOND BEACH * FLORIDA	
SEAL	SHEET NO. 39	LANDSCAPE DETAILS	
	File No. BL-SP.dwg		
	Drawn By: SLB		
	Date: 3/1/2023		
	SCALE: 1" = 100'		

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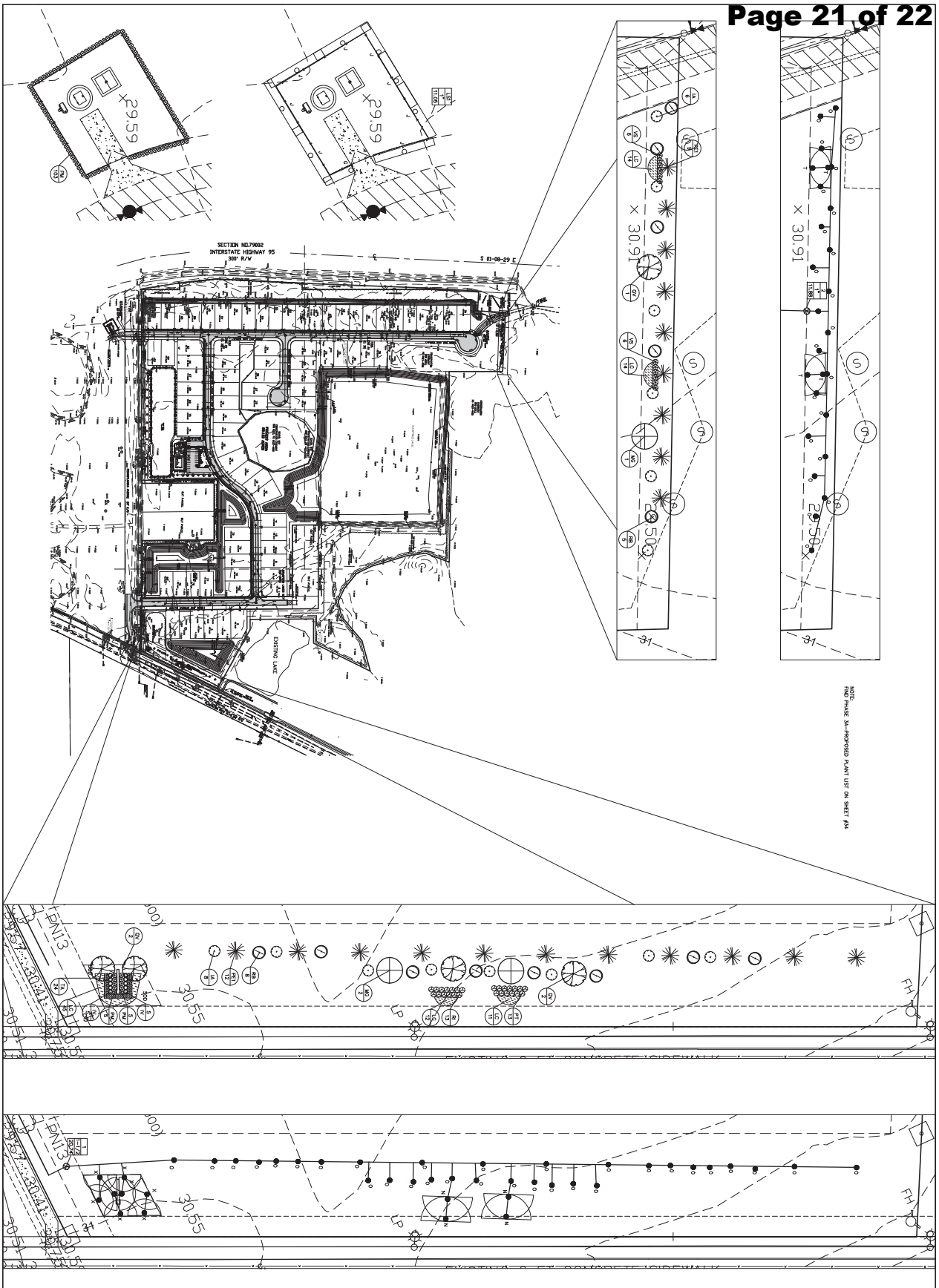

SEAL	SCALE: 1" = 20'	BRADFORD LAKES	PARKER MYNCHENBERG & ASSOCIATES, INC.
	Date: 3/1/2023	ORMOND BEACH * FLORIDA	PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
	Drawn By: SLB	LANDSCAPE DETAILS	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
	File No. BL-SP.dwg		(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
	SHEET NO. 40		PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSNELL P.E. #53985 R.L.A. #LA6667011 KEVIN A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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BOUNDARY DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 150 THROUGH 153, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S89°20'29"E, ALONG THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD AS SHOWN ON THE PLAT OF PLANTATION OAKS PHASE 1, AS RECORDED IN MAP BOOK 59 PAGES 136 THROUGH 154; THENCE N24°44'02"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1641.54 FEET TO THE EASTERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, A 100.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE PLAT OF HAMMOND AVENUE BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS AS RECORDED IN MAP BOOK 10 PAGES 150 THROUGH 153; THENCE N02°07'18"W, A DISTANCE OF 885.40 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HAMMOND AVENUE; THENCE N87°52'42"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S02°07'18"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 172, SAID NATIONAL GARDENS; THENCE N89°20'29"E, ALONG THE NORTH LINE OF SAID LOT 1 AND THE NORTH LINE OF LOT 2, BLOCK 172, SAID NATIONAL GARDENS, A DISTANCE OF 250.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°07'18"E, A DISTANCE OF 276.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE N89°20'29"E, ALONG SAID NORTHERLY LINE OF LOT 9 AND THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S02°07'18"E, ALONG THE WEST LINE OF SAID LOT 8 AND THE EASTERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE, A DISTANCE OF 128.20 FEET; THENCE N89°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE S02°07'18"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 728.80 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE BEING AN 80.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS; THENCE S87°57'18"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE EAST LINE OF SAID LOT 3; THENCE N02°07'18"W, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 728.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S89°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE S89°20'29"W, ALONG SAID NORTHERLY LINE OF LOT 9 AND THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE S02°07'18"E, ALONG THE WEST LINE OF SAID LOT 8 AND THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79002, 317.74 FEET; THENCE N01°08'29"W, 1761.61 FEET; THENCE S88°51'31"W, 30.00 FEET; THENCE N01°08'29"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE S89°20'29"E, 30.00 FEET; THENCE N01°08'29"W, 1761.61 FEET; THENCE N01°08'29"W, 241.19 FEET; THENCE N24°44'02"W, 1641.54 FEET; THENCE S89°20'29"E, 1850.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE PRODUCT FROM A TITLE COMPANY. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 24, WITH THE BEARING ON THE SOUTH LINE BEING S89°20'29"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES 'X'. THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K AND 12127C0192K MAP REVISED SEPTEMBER 29, 2017 AND 12127C0192J MAP REVISED FEBRUARY 19, 2014, APPROXIMATE SCALE 1"=300' FEET.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.
7. UNLESS OTHERWISE NOTED, SECTION AND TRACT LINES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. ELEVATIONS REFER TO NAVD 88, PER RES. MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.46 NAVD 88. (NGVD 1929 FEET).

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD OBSERVATIONS AND/OR PAINT AND FLAG LOCATIONS PROVIDED BY THE CLIENT, SLIGER AND ASSOCIATES HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AND/OR MARKINGS PROVIDED, BUT DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. SAA FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. SAA DOES NOT WARRANT THAT THE INACCESSIBLE UNDERGROUND UTILITIES AND/OR AS-BUILTS PROVIDED BY OTHERS. SAA IS NOT RESPONSIBLE FOR UTILITIES NOT SHOWN OR MISLOCATED UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

LEGEND

IRON ROD WITH CAP	CV	GAS VALVE	
IRON ROD	REV	REUSE VALVE	
IRON PIPE WITH CAP	BFLV	BACK FLOW PREVENTER VALVE	
IRON PIPE	HYDE	HAND HOLE (ELECTRIC)	
PK "X"CUT IN CONCRETE		WATER METER	
CONCRETE MONUMENT		MAIL BOX	
PERMANENT CONTROL POINT		TELEPHONE BOX	
SET 5/8" IRON ROD & CAP "LB 3019"		LIGHT POLE	
SET NAIL & DISK "LB 3019"		TRAFFIC SIGNAL BOX	
FIRE HYDRANT		ELECTRIC SERVICE BOX	
WATER VALVE			

RC	RON ROD & CAP	MB	MAP BOOK
RP	RON PIPE	PG	PAGE
RPC	RON PIPE & CAP	OR	OFFICIAL RECORDS BOOK
CM	CONCRETE MONUMENT	D	DEED
CMC	CONCRETE MONUMENT & CAP	M	MEASURED
PRM	PERMANENT REFERENCE MONUMENT	C	CALCULATED
POB	POINT OF BEGINNING	DM	DEED MEASURED
POC	POINT OF COMMENCEMENT	CH	CHORD BEARING
NAD	NORTH AMERICAN DATUM	CD	CHORD DISTANCE
NGVD	NATIONAL GEODETIC VERTICAL DATUM	R	RADIUS
(TYP)	TYPICAL	L	ARC LENGTH
ID	IDENTIFICATION	Δ	CENTRAL ANGLE
INV	INVERT	(R)	RECORD
ELEV	ELEVATION	(M)	MEASURED
C/L	CENTERLINE	(C)	CALCULATED
TWP	TOWNSHIP	(DM)	DEED MEASURED
RGE	RANGE	(CH)	CHORD BEARING
		(CD)	CHORD DISTANCE
		(R)	RADIUS
		(L)	ARC LENGTH
		(Δ)	CENTRAL ANGLE

SSMH	SANITARY SEWER MANHOLE	OHP	OVERHEAD POWER LINE
STMH	STORM SEWER MANHOLE	UGP	UNDERGROUND POWER LINE
ELMH	ELECTRIC MANHOLE	TSB	TRAFFIC SIGNAL BOX
UMH	UTILITY MANHOLE	SW	SIDEWALK
FOSC	FIBER OPTIC CABLE MANHOLE	CONC	CONCRETE
RISER	RISER, ELBOW OR ASSEMBLY	ASPH	ASPHALT
EXISTING CONCRETE		BRICK	BRICK
0.00'	EXISTING ELEVATION	BW	BOARD WALK
		BRWL	BRICK WALL
		CBWL	CONCRETE BLOCK WALL
		SWK	SIDEWALK
		CONC	CONCRETE
		ASPH	ASPHALT
		BRICK	BRICK
		BW	BOARD WALK
		BRWL	BRICK WALL
		CBWL	CONCRETE BLOCK WALL

FOCB	FIBER OPTIC CABLE BOX	OHP	OVERHEAD POWER LINE
FOCV	FIBER OPTIC CABLE VAULT	UGP	UNDERGROUND POWER LINE
FOCM	FIBER OPTIC CABLE MARKER	TSB	TRAFFIC SIGNAL BOX
TPM	TELEPHONE CABLE MARKER	SW	SIDEWALK
		CONC	CONCRETE
		ASPH	ASPHALT
		BRICK	BRICK
		BW	BOARD WALK
		BRWL	BRICK WALL
		CBWL	CONCRETE BLOCK WALL

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
SY	SYCAMORE TREE	LO	LIVE OAK TREE
OK	OAK TREE	GM	GUM TREE
SG	SWEET GUM TREE	CIT	CITRUS TREE
HK	HICKORY TREE	PN	PINE TREE
CB	CHINABERRY TREE	PM	PALM TREE
		HY	HOLLY

TREE SYMBOL: TREE TYPE (e.g. OK24); TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PORT ORANGE, FLORIDA 32127
(386) 761-5384
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2022 Sliger & Associates, Inc.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)
INDIVIDUAL LISTED BELOW, ON THE ABOVE CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHATSOEVER.

	SURVEY DATE	JOB NUMBER
BOUNDARY SURVEY	05-05-2022	21-1928
POOB DEVELOPMENT	05-05-2022	21-1928

CERTIFIED TO

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS

OTHER THAN THOSE LISTED ABOVE.

SCALE: 1"=100'	FIELD BOOK: 1481	PAGE(S): 81-84				SHEET 1 OF 1
FOR: POOB DEVELOPMENT	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY		
TYPE OF SURVEY	SURVEY DATE					
BOUNDARY SURVEY;	05-05-2022	JP	TJ	JB		
SPECIFIC PURPOSE						
BOUNDARY SURVEY;						
FOUNDATION LOCATION						
FOR DEVELOPMENT;						
FINAL IMPROVEMENTS						
RECERTIFICATION						

PLANTATION OAKS, PHASE 4
ORMOND BEACH

FOR: POOB DEVELOPMENT

JOB NO. 21-1928

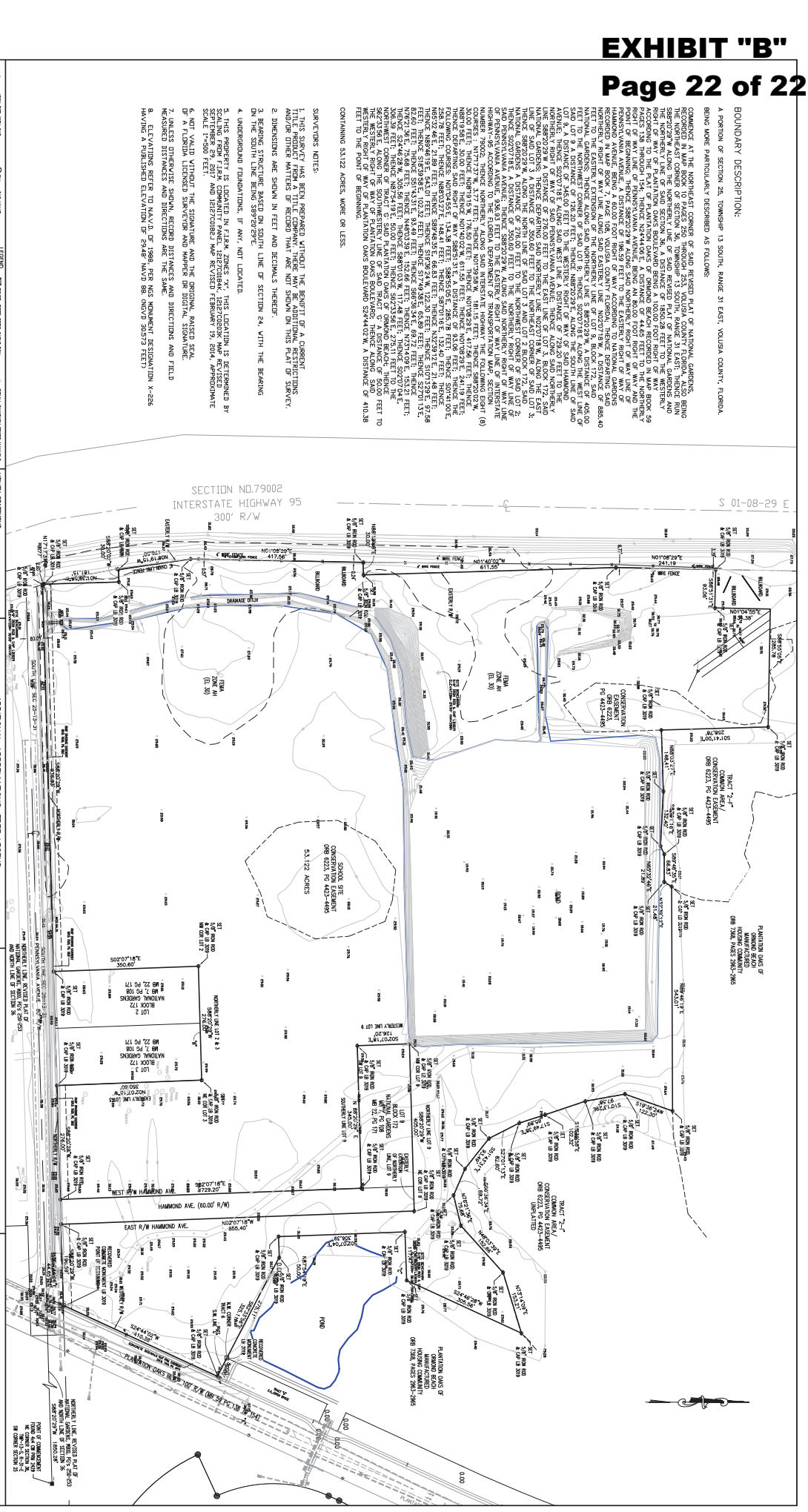
BOUNDARY SURVEY

SHEET 1 OF 1

THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W. BARNES, P.S.M. NO. 6328
DIGITALLY SIGNED BY JEFFREY W. BARNES, P.S.M. NO. 6328
DATE: 2022.05.23 11:49:56 -04'00'

JEFFREY W. BARNES, P.S.M. NO. 6328
SLIGER & ASSOCIATES, INC.
JEFF W. BARNES, P.S.M. NO. 6328
MICHAEL S. MURPHY, P.S.M. NO. 6308


SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
S 01-08-29 E
HAMMOND AVE. (60.00' R/W)
EAST R/W HAMMOND AVE.
WEST R/W HAMMOND AVE
PENNSYLVANIA AVENUE (80' R/W)
PLANTATION OAKS BLVD. (100' R/W PER ORB 56 PG 139 PLAT)
POB
POINT OF COMMENCEMENT
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS
MB 10 PG 150-153
NORTHERLY LINE, SECTION 36
N89°20'29"W 1850.28'
NE CORNER SECTION 36
NW CORNER SECTION 25
SOUTH LINE SEC 25-13-31
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS
MB 10 PG 150-153
AND NORTH LINE OF SECTION 36
SCHOOL SITE
CONSERVATION EASEMENT
ORB 6223, PG 4423-4495
53.122 ACRES
TRACT "J-4"
COMMON AREA
CONSERVATION EASEMENT
ORB 6223, PG 4423-4495
TRACT "J-5"
COMMON AREA
CONSERVATION EASEMENT
ORB 6223, PG 4423-4495
UNPLATTED
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY
ORB 7306, PAGES 2362-2365
FEMA ZONE AH (EL 30)
FEMA ZONE X (EL 30)
DRAINAGE DITCH
BULKHEAD
4' WIRE FENCE
CHAIN LINK FENCE
SET 5/8" IRON ROD & CAP "LB 3019"
SET NAIL & DISK "LB 3019"
NATIONAL GARDENS
MB 10 PG 150-153
BLOCK 172
LOT 1
LOT 2
LOT 3
LOT 8
LOT 9
N89°20'29"E 276.00'
S89°20'29"W 276.00'
S02°07'18"E 350.60'
N02°07'18"W 350.60'
S02°07'18"E 728.80'
N02°07'18"W 728.80'
S02°07'18"E 855.40'
N02°07'18"W 855.40'
N01°08'29"E 417.56'
N01°40'00"W 611.55'
N01°08'29"E 241.19'
S01°08'29"W 1761.61'
S01°41'00"E 611.55'
S01°41'00"E 256.78'
S01°08'29"W 417.56'
S01°08'29"W 241.19'
S01°08'29"W 1761.61'
S88°51'31"W 30.00'
S88°51'31"W 176.50'
S88°51'31"W 30.00'
S88°51'31"W 317.74'
N88°51'31"E 30.00'
N88°51'31"E 176.50'
N88°51'31"E 30.00'
N88°51'31"E 317.74'
S89°20'29"E 1850.28'
N24°44'02"W 1641.54'
S24°44'02"E 410.38'
N24°44'02"W 410.38'
N24°44'02"W 1231.16'
N24°44'02"W 1641.54'
N24°44'02"W 1231.16'
N24°44'02"W 410.38'
S24°44'02"E 1641.54'
S24°44'02"E 1231.16'
S24°44'02"E 410.38'
N87°52'42"E 60.00'
S87°57'18"W 60.00'
N87°52'42"E 60.00'
S87°57'18"W 60.00'
N87°52'42"E 60.00'
S87°57'18"W 60.00

ATTACHMENT 3

Final Plat

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

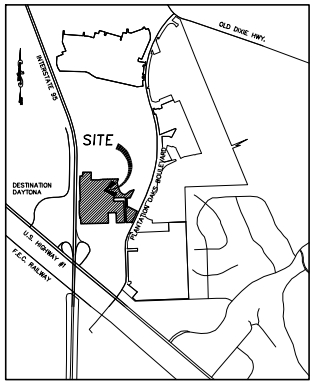
MAP BOOK:___ PAGE:___

BOUNDARY DESCRIPTION:

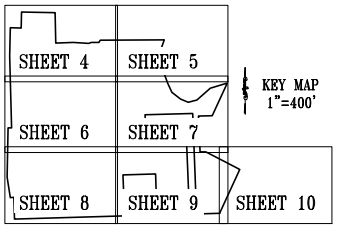
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"W, ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY-95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.



VICINITY MAP
1"=2000'



INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 10.... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD LAKES", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADSHAW COURT AND BRADFORD LAKES WAY ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT A, IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION.

TRACTS B, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION

TRACTS C, IS HEREBY GRANTED IN FEE SIMPLE TO THE THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS
_____
_____

WITNESS
_____
_____

_____
BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____

STATE OF FLORIDA AT LARGE _____

TITLE / RANK: _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

SEAL

_____
J.E. ZAPERT P.L.S. NO. 4046 *DATE*
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 *(386) 761-5385*
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD LAKES" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL

_____, DATE: _____, 2024.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 10

MAP BOOK:__ PAGE:__

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10 FT. ADJACENT TO ALL PUBLIC STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED)

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC., RECORDED IN O.R.B. _____, PAGES _____-_____.

7. TRACT A IS SUBJECT TO A CONSERVATION EASEMENT RECORDED IN O.R.B. 6223, PAGES 4423 – 4495 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, PURSUANT TO SECTION 704.06 OF THE FLORIDA STATUTES.

8. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON-RADIAL.

9. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

10. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. "THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTED THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED".

12. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

13. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C., RESOLUTION NO. 2002-199, RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK 5045, PAGE 4702, O.R. BOOK 7610, PAGE 240, O.R. BOOK 7644, PAGE 2820 AND ORMOND BEACH ORDINANCE 2021-03, O.R. BOOK 7985, PAGE 4080 INCORPORATING PREVIOUS VOLUSIA COUNTY APPROVALS BOOK 8113, PAGE 4003 AND NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 6100, PAGE 2016, AND O.R. BOOK 6268, PAGE 3768, FURTHER AMENDED BY ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN O.R. BOOK 6674, PAGE 2025 TOGETHER WITH NOTICES OF MINOR AMENDMENT RECORDED IN O.R. BOOK 7201, PAGE 1720, O.R. BOOK 7285, PAGE 4169 AND O.R. BOOK 7291, PAGE 1945, AND AMENDMENT O.R. BOOK 8268, PAGE 2898-2930, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2934, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4976, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6683, PAGE 509, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

16. ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

17. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

18. TRACT A COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION, AND CONSERVATION AND ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOMEOWNERS ASSOCIATION INC.

19. TRACT B COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE AND TREE PRESERVATION ARE HEREBY MAINTAINED BY THE BRADFORD LAKES HOME OWNERS ASSOCIATION INC.

20. TRACT C COMMON AREA IS DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, SIGNAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

21. THE 1.00 FOOT NON VEHICULAR ACCESS EASEMENTS AS SHOWN HEREON ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH. DRIVEWAYS, DIRT ACCESS WAYS AND/OR ANY VEHICULAR CROSSINGS ARE NOT PERMITTED WITHIN WITHIN THIS 1.00 FOOT EASEMENT.

22. THE TREE PRESERVATION EASEMENTS SHOWN HEREON ARE IN FAVOR OF THE CITY OF ORMOND BEACH. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION EASEMENT AREAS.

ABBREVIATIONS	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON-TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON-RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
①	LOT NUMBER

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

BRADFORD LAKES RPUD LOT REQUIREMENTS:

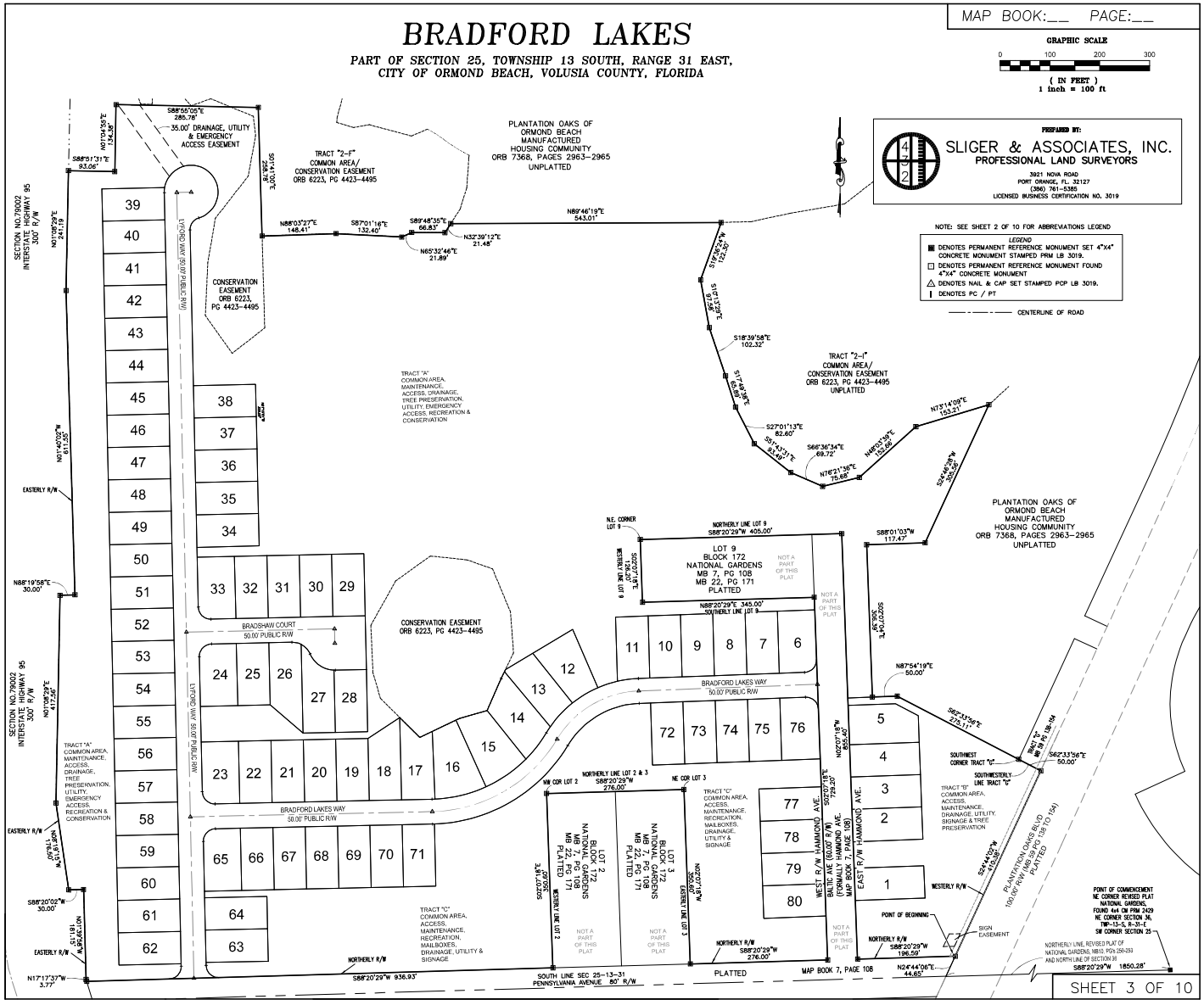
Lot Sizes:

	Setbacks
60' x 100' minimum 60' x 125' typical	FRONT: 20-FT, REAR: 20-FT, SIDE 7.5-FT. SIDE CORNER NO ACCESS 15-FT

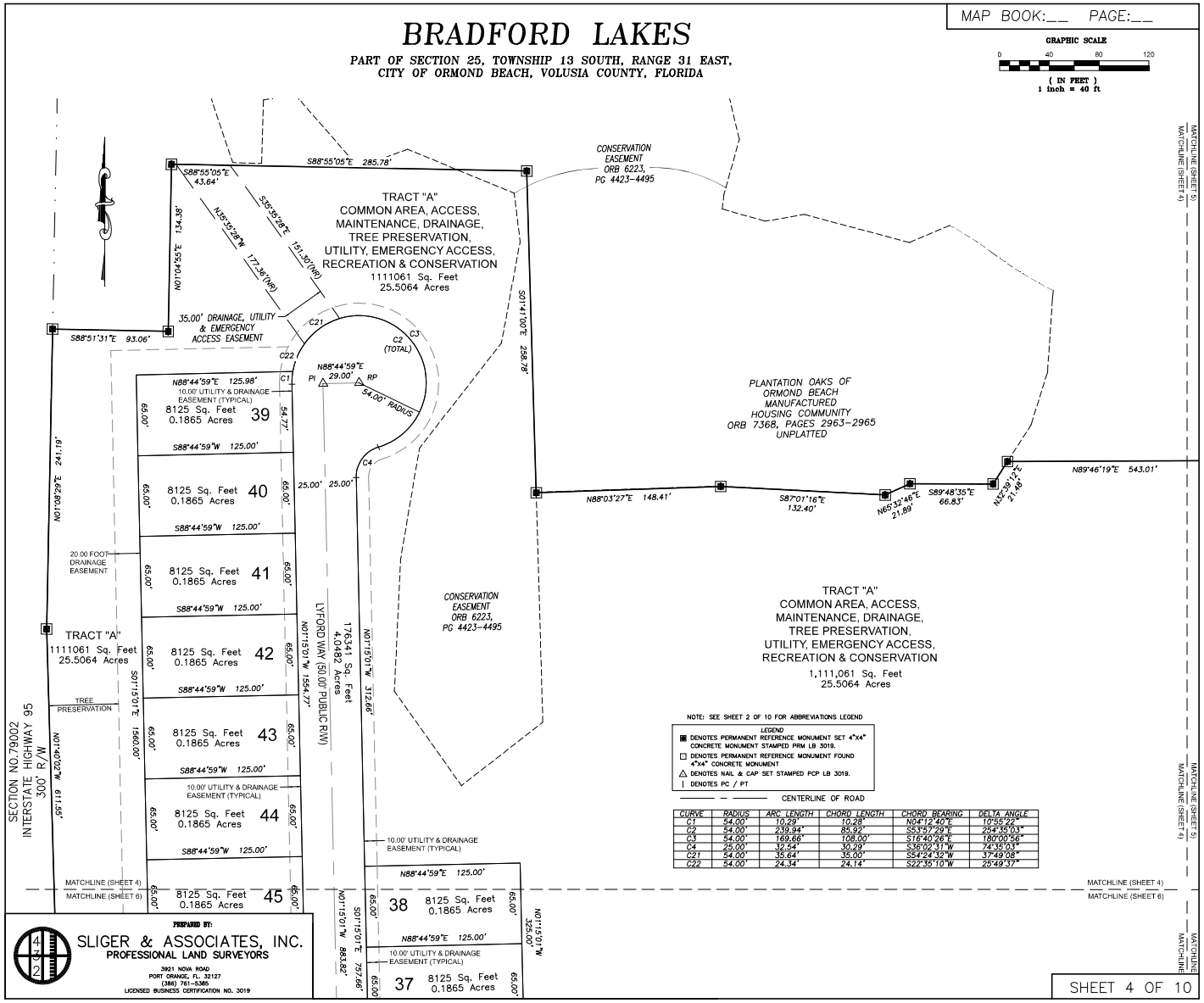
Permitted Uses:
a. Single family dwellings on platted lots.
b. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
c.Parks and recreational areas accessory to residential uses.

Development standards:
a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
  i. Single-family 1,400 sf
f. Accessory structure setback:
  i. Side yard: 7.5 feet
  ii. Side yard corner no access: 15 feet
  iii. Rear yard setback: 5 feet
  iv. Front yard: 20 feet

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019



BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
TRACT "2-F" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495
TRACT "2-I" COMMON AREA/ CONSERVATION EASEMENT ORB 6223, PG 4423-4495 UNPLATTED
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
35.00' DRAINAGE, UTILITY & EMERGENCY ACCESS EASEMENT
SECTION NO.79002 INTERSTATE HIGHWAY 95 300' R/W
LYFORD WAY 50.00' PUBLIC R/W
BRADSHAW COURT 50.00' PUBLIC R/W
BRADFORD LAKES WAY 50.00' PUBLIC R/W
LOT 9 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 2 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
WEST R/W HAMMOND AVE.
EAST R/W HAMMOND AVE.
BALTIC AVE (60.00' R/W) (FORMALLY HAMMOND AVE. MAP BOOK 7, PAGE 108)
PLANTATION OAKS BLVD 100.00' R/W (MB 59 PG 138 TO 154) PLATTED
POINT OF COMMENCEMENT NE CORNER REVISED PLAT NATIONAL GARDENS, FOUND 4x4 CM PRM 2429 NE CORNER SECTION 36, TWP-13-S, R-31-E SW CORNER SECTION 25
SOUTH LINE SEC 25-13-31 PENNSYLVANIA AVENUE 80' R/W
MAP BOOK 7, PAGE 108
PLATTED
SHEET 3 OF 10

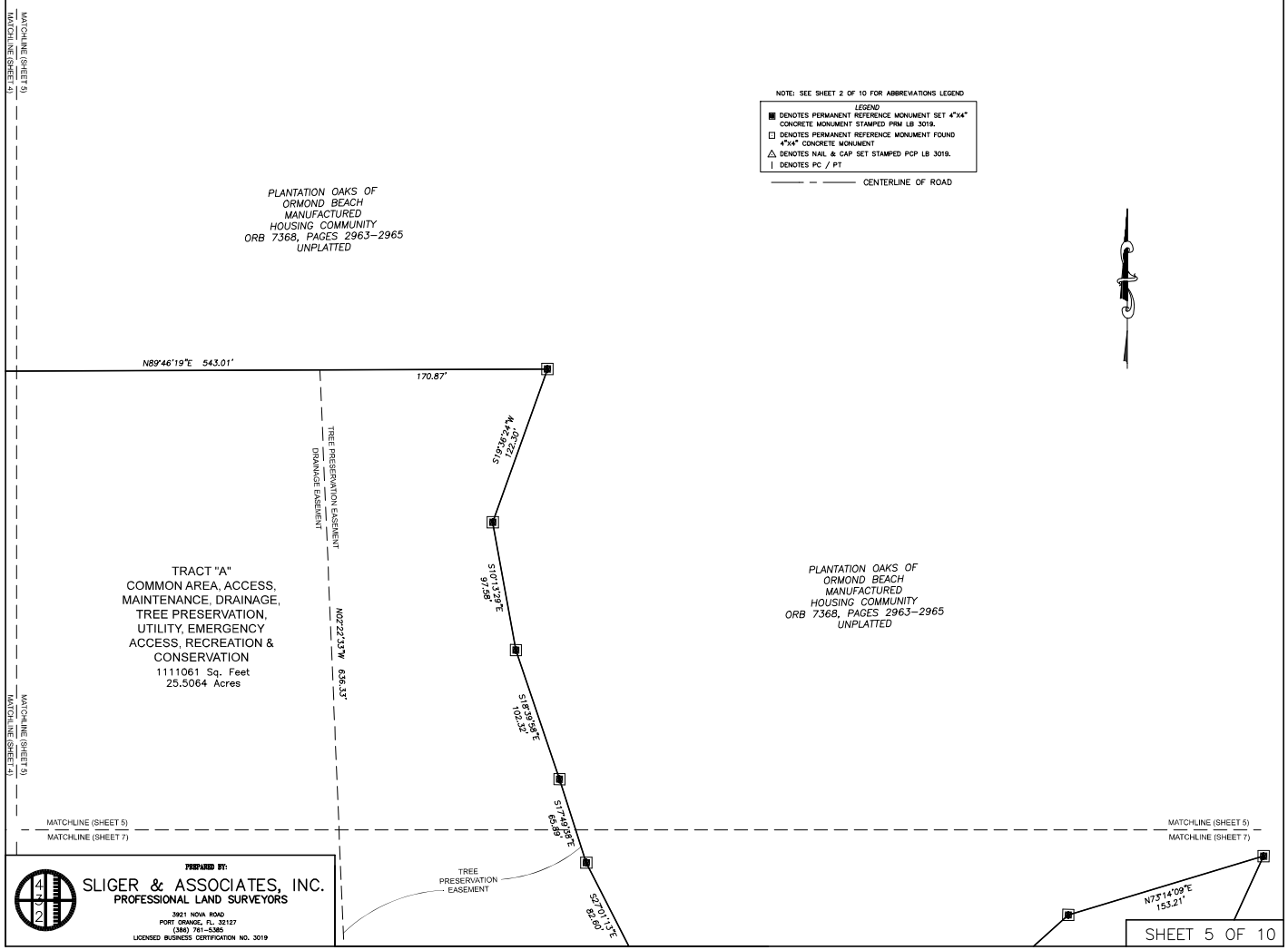

BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY ACCESS,
RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
35.00' DRAINAGE, UTILITY & EMERGENCY ACCESS EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
20.00 FOOT DRAINAGE EASEMENT
TREE PRESERVATION
LYFORD WAY (50.00' PUBLIC R/W)
17634 Sq. Feet
0.4048 Acres
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
8125 Sq. Feet 0.1865 Acres
39
40
41
42
43
44
45
38
37
TRACT "A"
1111061 Sq. Feet
25.5064 Acres
TRACT "A"
COMMON AREA, ACCESS,
MAINTENANCE, DRAINAGE,
TREE PRESERVATION,
UTILITY, EMERGENCY ACCESS,
RECREATION & CONSERVATION
1,111,061 Sq. Feet
25.5064 Acres
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C1 54.00' 10.29' 10.28' N04°12'40"E 10°55'22"
C2 54.00' 239.94' 85.92' S53°57'29"E 254°35'03"
C3 54.00' 169.66' 108.00' S16°40'26"E 180°00'56"
C4 25.00' 32.54' 30.29' S36°02'31"W 74°35'03"
C21 54.00' 35.64' 35.00' S54°24'59"W 37°49'08"
C22 54.00' 24.34' 24.14' S22°35'10"W 25°49'37"
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 5)
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 4 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



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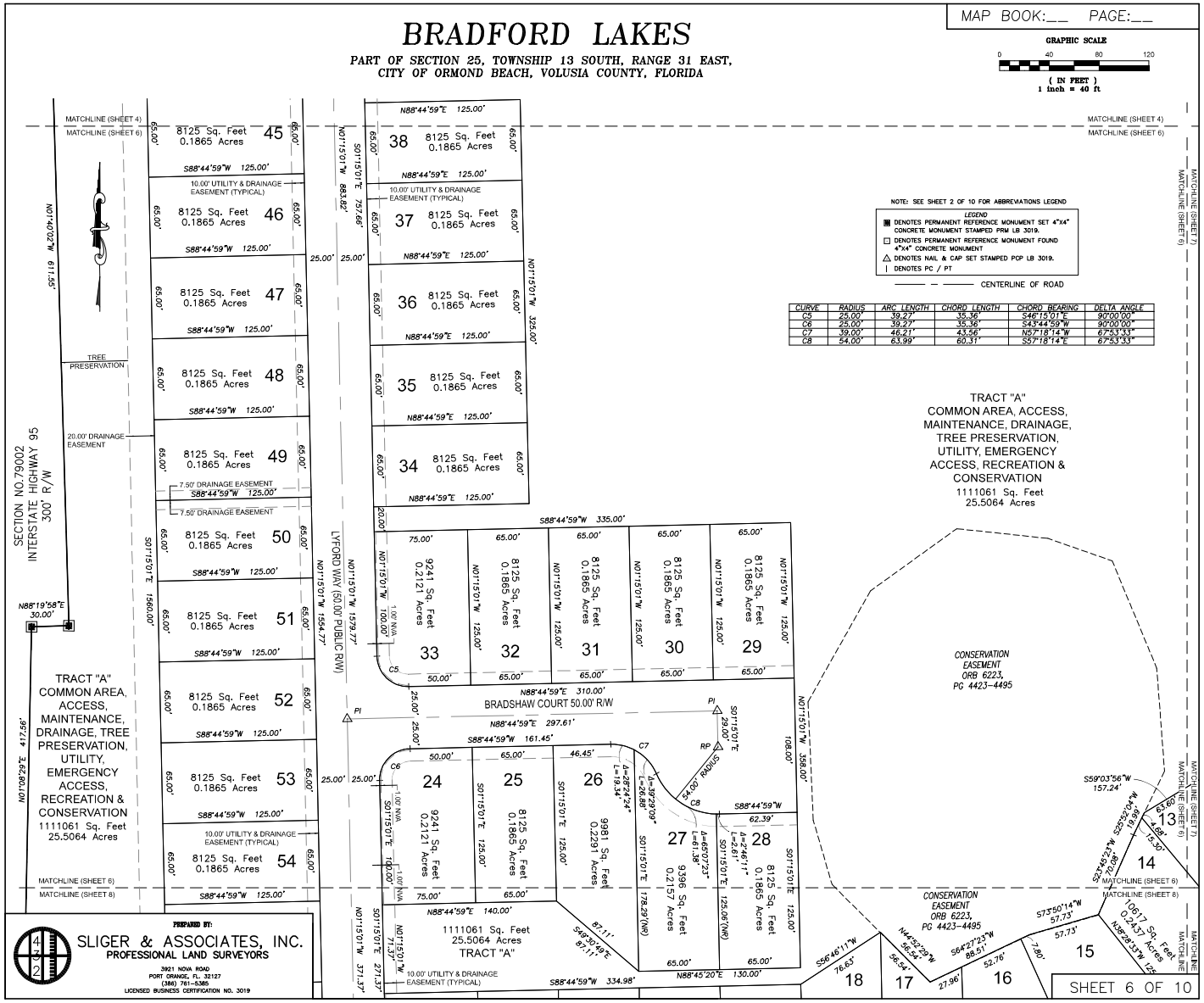
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 5 OF 10


BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET 4)
MATCHLINE (SHEET 6)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 8)
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C5 | 25.00' | 39.27' | 35.36' | S46°15'01"E | 90°00'00"
C6 | 25.00' | 39.27' | 35.36' | S43°44'59"W | 90°00'00"
C7 | 39.00' | 46.21' | 43.56' | N57°18'14"W | 67°53'33"
C8 | 54.00' | 63.99' | 60.31' | S57°18'14"E | 67°53'33"
SECTION NO.79002
INTERSTATE HIGHWAY 95
300' R/W
LYFORD WAY (50.00' PUBLIC R/W)
BRADSHAW COURT 50.00' R/W
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
TREE PRESERVATION
20.00' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
7.50' DRAINAGE EASEMENT
CONSERVATION EASEMENT ORB 6223, PG 4423-4495
45
46
47
48
49
50
51
52
53
54
38
37
36
35
34
33
32
31
30
29
24
25
26
27
28
14
15
16
17
18
8125 Sq. Feet 0.1865 Acres
9241 Sq. Feet 0.2121 Acres
9981 Sq. Feet 0.2291 Acres
9396 Sq. Feet 0.2157 Acres
10617 Sq. Feet 0.2437 Acres
PREPARED BY:
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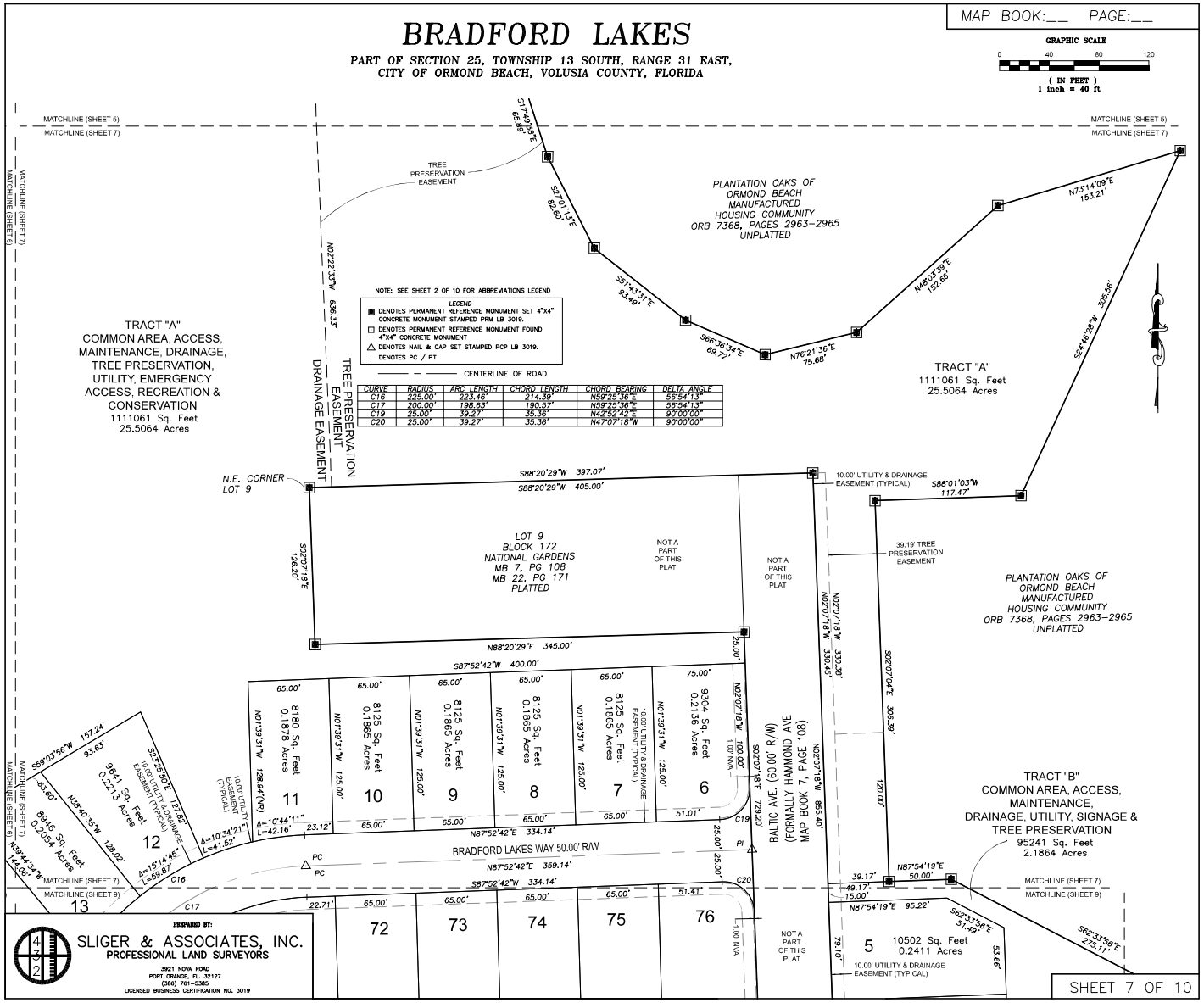
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 6 OF 10


MAP BOOK:__ PAGE:__
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET 5)
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 6)
TREE PRESERVATION EASEMENT
DRAINAGE EASEMENT
TRACT "A"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, TREE PRESERVATION, UTILITY, EMERGENCY ACCESS, RECREATION & CONSERVATION
1111061 Sq. Feet
25.5064 Acres
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C16 225.00' 223.46' 214.39' N59°25'36"E 56°54'13"
C17 200.00' 198.63' 190.57' N59°25'36"E 56°54'13"
C19 25.00' 39.27' 35.36' N42°52'42"E 90°00'00"
C20 25.00' 39.27' 35.36' N47°07'18"W 90°00'00"
TRACT "A"
1111061 Sq. Feet
25.5064 Acres
N.E. CORNER LOT 9
LOT 9
BLOCK 172
NATIONAL GARDENS
MB 7, PG 108
MB 22, PG 171
PLATTED
NOT A PART OF THIS PLAT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
39.19' TREE PRESERVATION EASEMENT
PLANTATION OAKS OF ORMOND BEACH MANUFACTURED HOUSING COMMUNITY ORB 7368, PAGES 2963-2965 UNPLATTED
BALTIC AVE. (60.00' R/W) (FORMALLY HAMMOND AVE MAP BOOK 7, PAGE 108)
BRADFORD LAKES WAY 50.00' R/W
TRACT "B"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
95241 Sq. Feet
2.1864 Acres
8180 Sq. Feet 0.1878 Acres
8125 Sq. Feet 0.1865 Acres
9304 Sq. Feet 0.2136 Acres
9641 Sq. Feet 0.2213 Acres
8946 Sq. Feet 0.2054 Acres
10502 Sq. Feet 0.2411 Acres
PREPARED BY:
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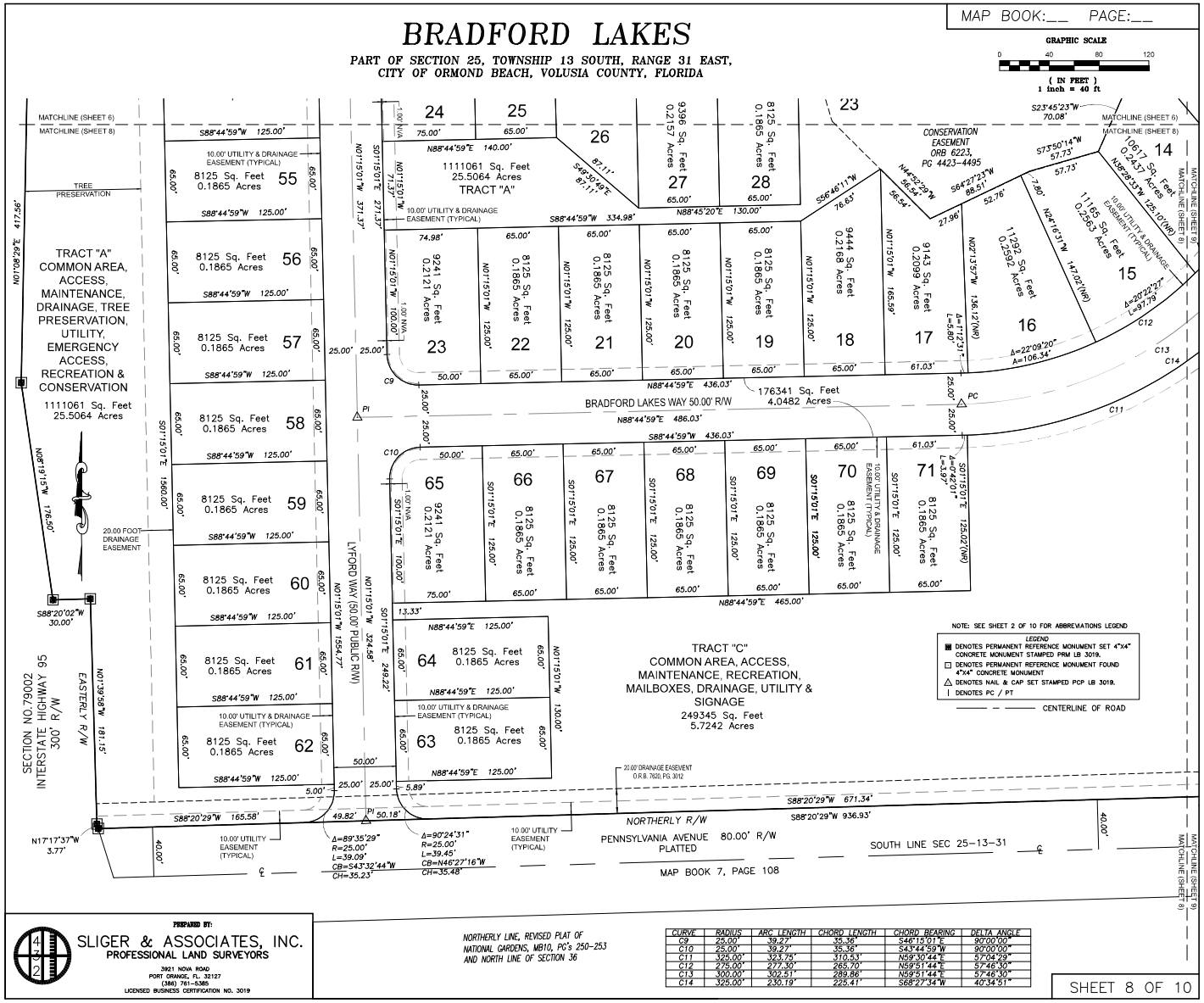
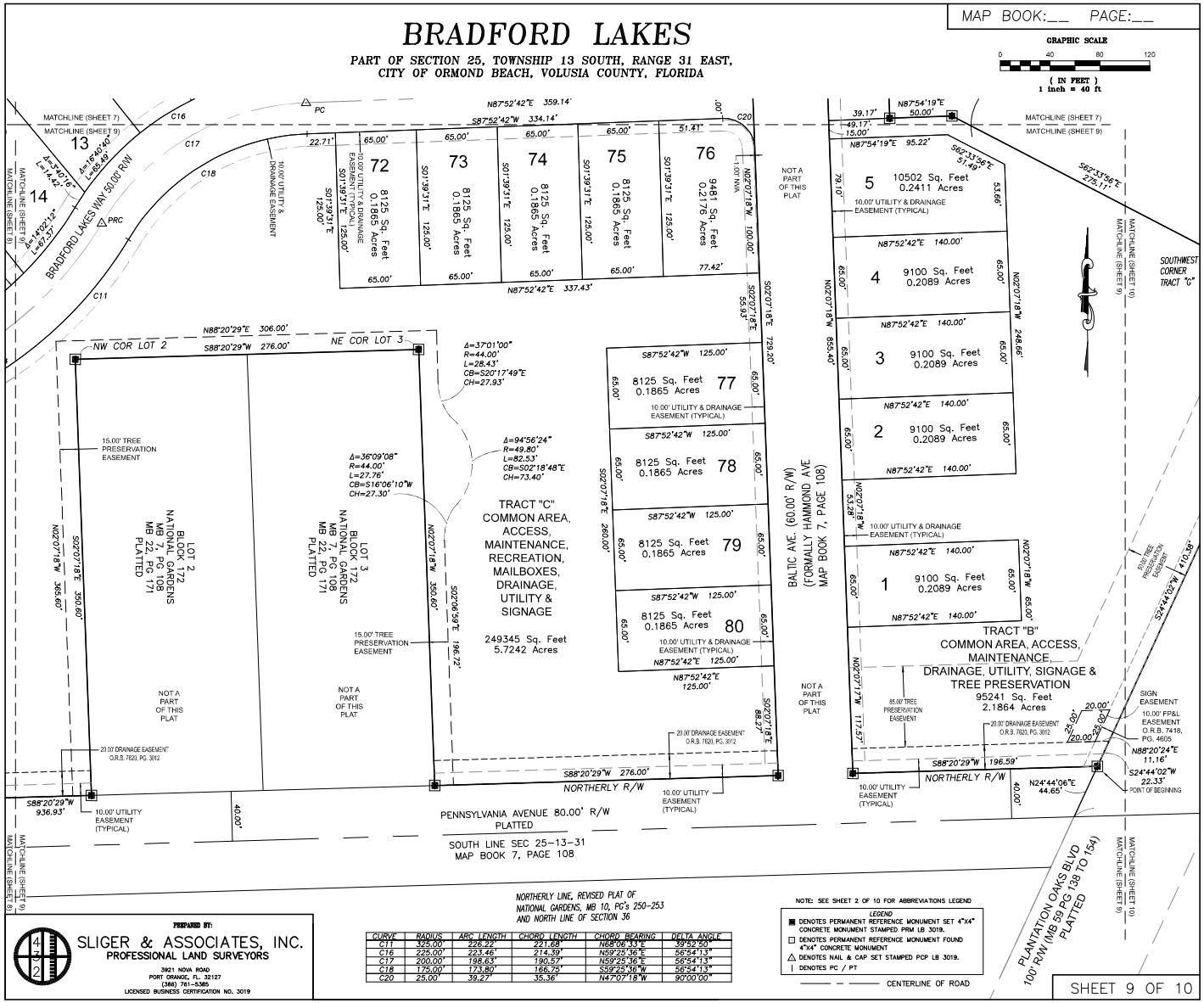
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 7 OF 10



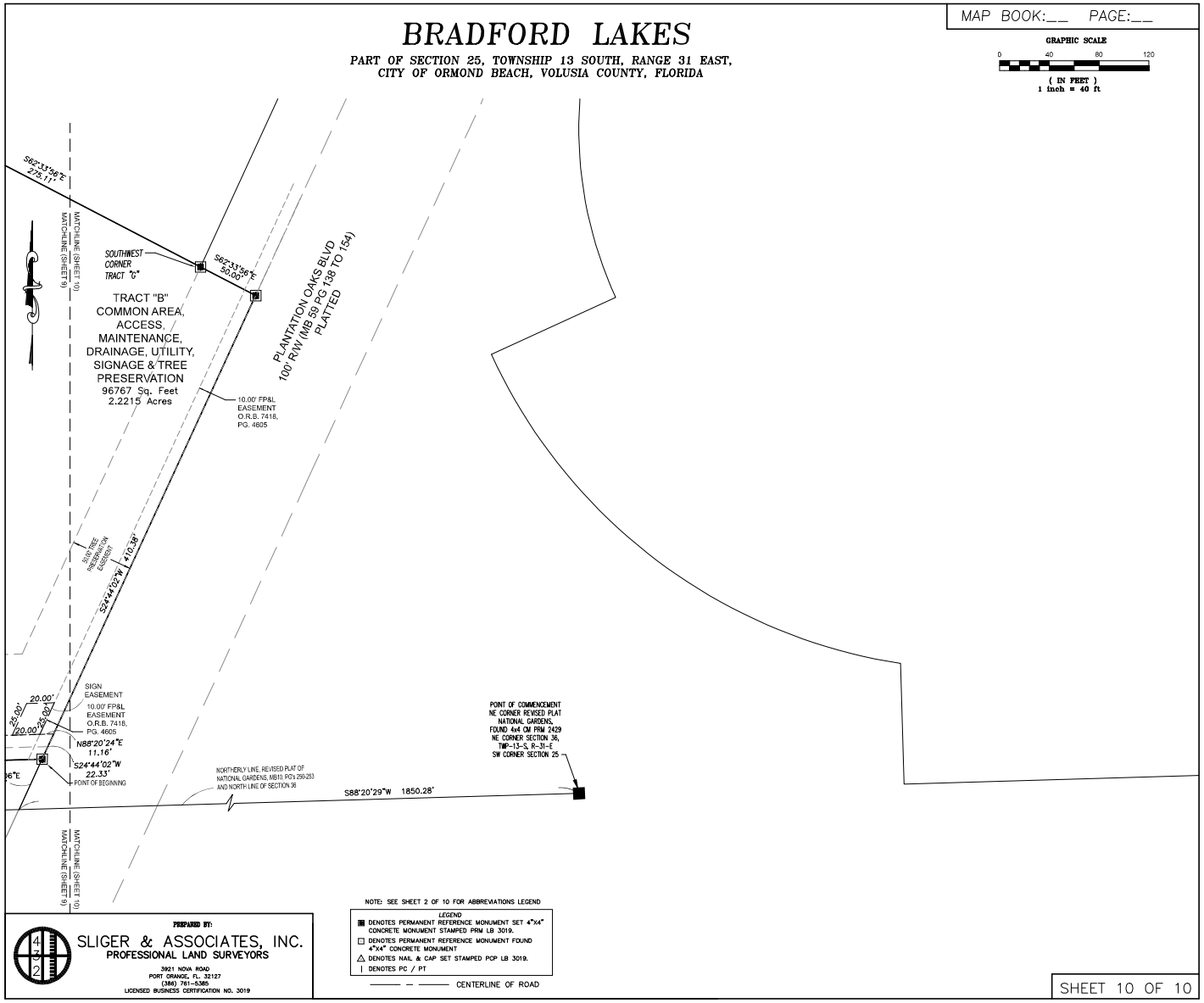
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C9	25.00'	39.27'	35.36'	S46°15'01"E	90°00'00"
C10	25.00'	39.27'	35.36'	S43°44'59"W	90°00'00"
C11	325.00'	323.75'	310.53'	N59°30'44"E	57°04'29"
C12	275.00'	277.30'	265.70'	N59°51'44"E	57°46'30"
C13	300.00'	302.51'	289.86'	N59°51'44"E	57°46'30"
C14	325.00'	230.19'	225.41'	S68°27'34"W	40°34'51"


MAP BOOK:___ PAGE:___
BRADFORD LAKES
PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET 7)
MATCHLINE (SHEET 9)
MATCHLINE (SHEET 8)
MATCHLINE (SHEET 10)
BRADFORD LAKES WAY 50.00' R/W
10.00' UTILITY & DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
72 8125 Sq. Feet 0.1865 Acres
73 8125 Sq. Feet 0.1865 Acres
74 8125 Sq. Feet 0.1865 Acres
75 8125 Sq. Feet 0.1865 Acres
76 9481 Sq. Feet 0.2176 Acres
77 8125 Sq. Feet 0.1865 Acres
78 8125 Sq. Feet 0.1865 Acres
79 8125 Sq. Feet 0.1865 Acres
80 8125 Sq. Feet 0.1865 Acres
1 9100 Sq. Feet 0.2089 Acres
2 9100 Sq. Feet 0.2089 Acres
3 9100 Sq. Feet 0.2089 Acres
4 9100 Sq. Feet 0.2089 Acres
5 10502 Sq. Feet 0.2411 Acres
NOT A PART OF THIS PLAT
NW COR LOT 2
NE COR LOT 3
SOUTHWEST CORNER TRACT "C"
15.00' TREE PRESERVATION EASEMENT
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, RECREATION, MAILBOXES, DRAINAGE, UTILITY & SIGNAGE
249345 Sq. Feet 5.7242 Acres
LOT 2 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
LOT 3 BLOCK 172 NATIONAL GARDENS MB 7, PG 108 MB 22, PG 171 PLATTED
BALTIC AVE. (60.00' R/W) (FORMALLY HAMMOND AVE MAP BOOK 7, PAGE 108)
TRACT "B" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, SIGNAGE & TREE PRESERVATION
95241 Sq. Feet 2.1864 Acres
85.00' TREE PRESERVATION EASEMENT
20.00' DRAINAGE EASEMENT O.R.B. 7620, PG. 3012
SIGN EASEMENT
10.00' FP&L EASEMENT O.R.B. 7418, PG. 4605
NORTHERLY R/W
10.00' UTILITY EASEMENT (TYPICAL)
PENNSYLVANIA AVENUE 80.00' R/W PLATTED
SOUTH LINE SEC 25-13-31 MAP BOOK 7, PAGE 108
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS, MB 10, PG's 250-253 AND NORTH LINE OF SECTION 36
PLANTATION OAKS BLVD 100' R/W (MB 59 PG 138 TO 154) PLATTED
NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CENTERLINE OF ROAD
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C11 325.00' 226.22' 221.68' N68°06'33"E 39°52'50"
C16 225.00' 223.46' 214.39' N59°25'36"E 56°54'13"
C17 200.00' 198.63' 190.57' N59°25'36"E 56°54'13"
C18 175.00' 173.80' 166.75' S59°25'36"W 56°54'13"
C20 25.00' 39.27' 35.36' N47°07'18"W 90°00'00"
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 9 OF 10

BRADFORD LAKES

PART OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST,
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:__ PAGE:__



NOTE: SEE SHEET 2 OF 10 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- ——— – ——— CENTERLINE OF ROAD

PREPARED BY:
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PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 10 OF 10

BOUNDARY DESCRIPTION:

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 1850.28 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD BEING A 100.00 FOOT RIGHT OF WAY ACCORDING TO THE PLAT OF PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED IN MAP BOOK 59 PAGES 138 THROUGH 154; THENCE N24°44'06"E, A DISTANCE OF 44.65 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, BEING AN 80.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE S88°20'29"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 196.59 FEET TO THE EASTERLY RIGHT OF WAY OF HAMMOND AVENUE, BEING A 60.00 FOOT RIGHT OF WAY ACCORDING TO NATIONAL GARDENS RECORDED IN MAP BOOK 7, PAGE 108, VOLUSIA COUNTY FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE ALONG SAID EASTERLY LINE N02°07'18"W, A DISTANCE OF 855.40 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 9, BLOCK 172, SAID NATIONAL GARDENS; THENCE ALONG SAID NORTHERLY LINE S 88°20'29"W, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°07'18"E ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 126.20 FEET; THENCE N88°20'29"E, ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID HAMMOND AVENUE; THENCE S02°07'18"E ALONG SAID WEST LINE A DISTANCE OF 729.20 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID PENNSYLVANIA AVENUE; THENCE ALONG SAID NORTHERLY LINE S88°20'29"W A DISTANCE OF 276.00 FEET TO THE EAST LINE OF LOT 3, BLOCK 172, SAID NATIONAL GARDENS; THENCE DEPARTING SAID NORTHERLY LINE N02°07'18"W, ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°20'29"W, ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2 BLOCK 172, SAID NATIONAL GARDENS A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°07'18"E, A DISTANCE OF 350.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PENNSYLVANIA AVENUE; THENCE S88°20'29"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, 936.93 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY–95 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 79002; THENCE NORTHERLY ALONG SAID INTERSTATE HIGHWAY THE FOLLOWING EIGHT (8) COURSES : N17°17'37"W, 3.77 FEET; THENCE N01°39'58"W, 181.15 FEET; THENCE S88°20'02"W, 30.00 FEET; THENCE N08°19'15"W, 176.50 FEET; THENCE N01°08'29"E, 417.56 FEET; THENCE N88°19'58"E, 30.00 FEET; THENCE N01°40'02"W, 611.55 FEET; THENCE N01°08'29"E, 241.19 FEET; THENCE DEPARTING SAID RIGHT OF WAY S88°51'31"E, A DISTANCE OF 93.06 FEET; THENCE THE FOLLOWING COURSES: N01°04'55"E, 134.38 FEET; THENCE S88°55'05"E, 285.78 FEET; THENCE S01°41'00"E, 258.78 FEET; THENCE N88°03'27"E, 148.41 FEET; THENCE S87°01'16"E, 132.40 FEET; THENCE N65°32'46"E, 21.89 FEET; THENCE S89°48'35"E, 66.83 FEET; THENCE N32°39'12"E, 21.48 FEET; THENCE N89°46'19"E, 543.01 FEET; THENCE S19°36'24"W, 122.30 FEET; THENCE S10°13'29"E, 97.58 FEET; THENCE S18°39'58"E, 102.32 FEET; THENCE S17°49'38"E, 65.89 FEET; THENCE S27°01'13"E, 82.60 FEET; THENCE S51°43'31"E, 93.49 FEET; THENCE S66°36'34"E, 69.72 FEET; THENCE N76°21'36"E, 75.68 FEET; THENCE N48°03'39"E, 152.66 FEET; THENCE N73°14'09"E, 153.21 FEET; THENCE S24°46'28"W, 305.56 FEET; THENCE S88°01'03"W, 117.47 FEET; THENCE S02°07'04"E, 306.39 FEET; THENCE N87°54'19"E, 50.00 FEET; THENCE S62°33'56"E, 275.11 FEET TO THE SOUTHWEST CORNER OF TRACT "G" OF SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1; THENCE S62°33'56"E, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "G" A DISTANCE OF 50.00 FEET TO THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S24°44'02"W, A DISTANCE OF 410.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.122 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A TITLE COMMITMENT ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY; ORT NO.: 24054938, COMMITMENT DATE; AUGUST 10, 2023 AT 5:00 P.M.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

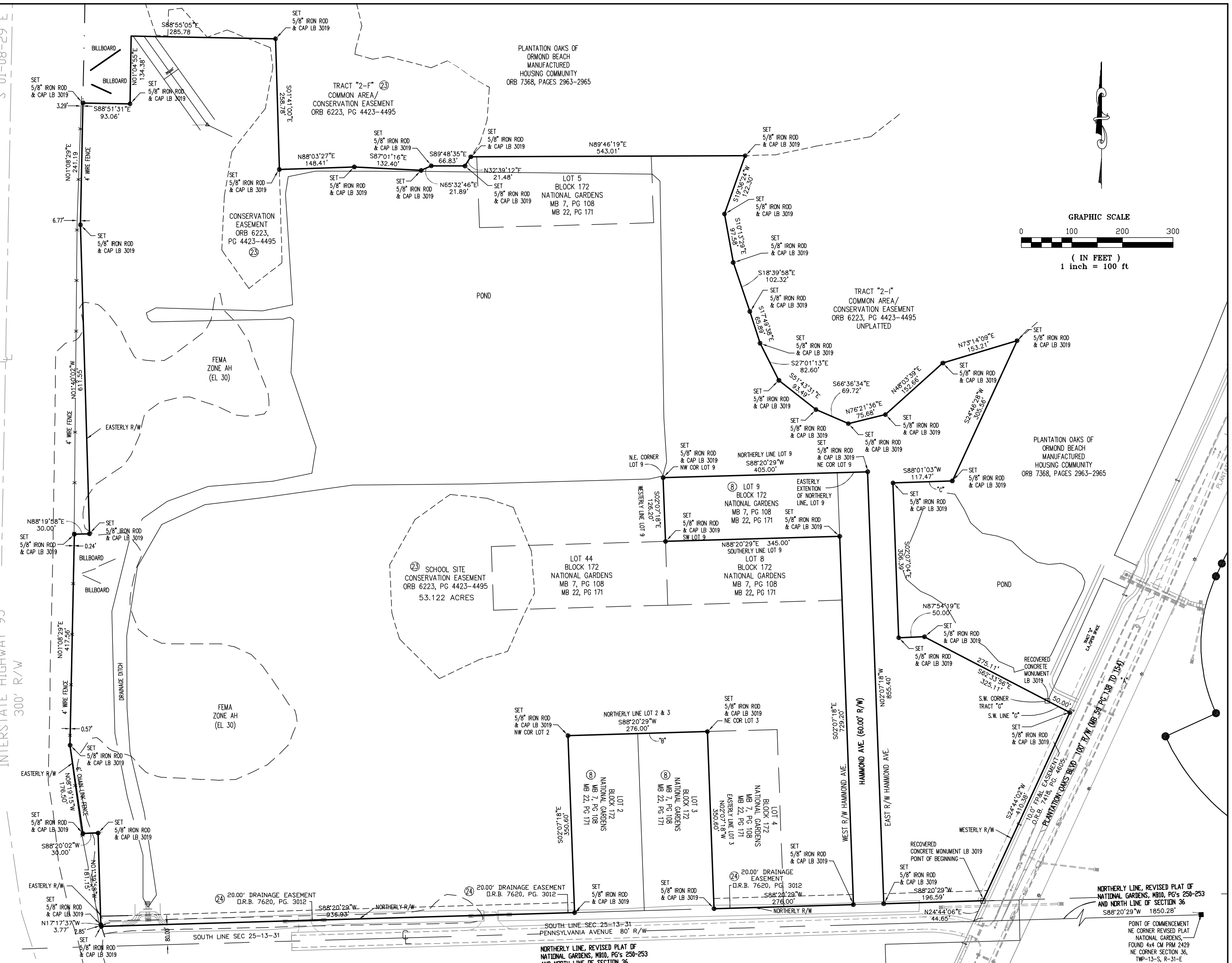
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 24, WITH THE BEARING ON THE SOUTH LINE BEING S89°20'29"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K, 12127C0203K MAP REVISED SEPTEMBER 29, 2017 AND 12127C0182J MAP REVISED FEBRUARY 19, 2014, APPROXIMATE SCALE 1"=500 FEET.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.



	LEGEND						
●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
	FD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER		SIGN	CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
	SITE BENCHMARK	TV	CABLE TELEVISION BOX		UTILITY POLE	▲	WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00×	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER			LP	LIGHT POLE	–FO–	BURIED FIBER OPTIC CABLE		
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	–T–	BURIED TELEPHONE CABLE		
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	–W–	BURIED WATER LINE		
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	–E–	BURIED ELECTRIC LINE		
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	–G–	BURIED GAS LINE		
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	–TV–	BURIED TELEVISION LINE		
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	–FM–	BURIED FORCE MAIN		
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	–OH–	AERIAL UTILITY LINE		
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	–ST–	STORM WATER LINE		
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY		
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM		
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY		

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	*CAMPHOR TREE*	*SB*	*SUGARBERRY TREE*
MP	*MAPLE TREE*	*CD*	*CEDAR TREE*
SYC	*SYCAMORE TREE*	*EM*	*ELM TREE*
OK	*OAK TREE*	*CIT*	*CITRUS TREE*
SG	*SWEET GUM TREE*	*PN*	*PINE TREE*
HK	*HICKORY TREE*	*PM*	*PALM TREE*
CB	*CHINABERRY TREE*	*HY*	*HOLLY*

TREE TYPE — OK24 8 — *TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT*; *MULTIPLE TRUNKS*; *TREE SYMBOL*

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' FIELD BOOK: 1481 PAGE(S): 51-54 SHEET 1 OF 1

TYPE OF SURVEY		SURVEY DATE		JOB NUMBER		PARTY CHIEF		DRAWN BY		CHECKED BY
SPECIFIC PURPOSE	:		–		–		–		–	
BOUNDARY SURVEY	:	02-03-2022	–	21-1928	–	JP	–	TJ	–	JB
TOPOGRAPHIC SURVEY	:		–		–		–		–	
FOUNDATION LOCATION	:		–		–		–		–	
FINAL IMPROVEMENTS	:		–		–		–		–	
RECERTIFICATION	:		–		–		–		–	

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	02-03-2022	24-0446
SURVEY	RIDGEHAVEN, LLC,		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD LAKES ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0446

BOUNDARY SURVEY

SHEET 1 OF 2

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

Joseph E Zapert — Digitally signed by Joseph E Zapert Date: 2024.06.25 15:27:16 -04'00'

J.E. ZAPERT, P.L.S. NO. 4046

SCHEDULE B, PART II EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOTE: 2022 REAL PROPERTY TAXES ARE PAID UNDER TAX I.D. NO'S.:
3136-01-09-0001 IN THE GROSS AMOUNT OF $21.28
3136-01-01-001A (PAID UNDER PARENT PARCEL TAX I.D. 3136-01-01-0022) IN THE GROSS AMOUNT OF $554.37
3136-01-01-0021 IN THE GROSS AMOUNT OF $1321.85
3136-01-21-0050 IN THE GROSS AMOUNT OF $653.43
3136-01-07-0010 IN THE GROSS AMOUNT OF $554.86
3136-01-08-0010 IN THE GROSS AMOUNT OF $11.52
3125-01-69-0010 IN THE GROSS AMOUNT OF $5283.12
3125-02-74-0021 (PAID UNDER PARENT PARCEL TAX I.D. 3125-02-74-0018) IN THE GROSS AMOUNT OF $49.58
3125-01-72-0040 IN THE GROSS AMOUNT OF $270.36
3125-01-72-0080 IN THE GROSS AMOUNT OF $109.87
3125-01-72-0380 IN THE GROSS AMOUNT OF $82.28
3125-01-72-0440 IN THE GROSS AMOUNT OF $110.64

3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. STANDARD EXCEPTION.

6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. STANDARD EXCEPTION.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 7, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

9. RESERVATIONS AS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN DEED BOOK 315, PAGE 525. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11.

10. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7476, PAGE 43. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

11. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7498, PAGE 1048. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

12. SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 8293, PAGE 860. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

13. PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RIGHTS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED DEED BOOK 88, NO.'S 1680, 1710, AND 1922, AS RECORDED IN OFFICIAL RECORDS BOOK 4992, PAGE 404. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11.

14. THIS ITEM INTENTIONALLY DELETED.
15. THIS ITEM INTENTIONALLY DELETED.
16. THIS ITEM INTENTIONALLY DELETED.

17. ADMINISTRATIVE ORDER FOR LOT SPLIT RECORDED IN OFFICIAL RECORDS BOOK 8395, PAGE 2906. (AS TO BRADFORD PARK) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

SCHEDULE B, PART II EXCEPTIONS CONTINUED:

18. P.U.D. DEVELOPMENT AGREEMENT AND RESOLUTION 2002-199 RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 6674, PAGE 2025, AND MINOR AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 7201, PAGE 1720, OFFICIAL RECORDS BOOK 7285, PAGE 4169, OFFICIAL RECORDS BOOK 7291, PAGE 1945, OFFICIAL RECORDS BOOK 7610, PAGE 240, OFFICIAL RECORDS BOOK 7644, PAGE 2820, AND RESIDENTIAL DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 7985, PAGE 4080 MINOR MODIFICATION RECORDED IN OFFICIAL RECORDS BOOK 8113, PAGE 4003, AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 8268, PAGE 2898. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

19. RESOLUTION NO. 2005-15 RECORDED IN OFFICIAL RECORDS BOOK 5498, PAGE 1745. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

20. NOTICE OF ADOPTION OF A DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 6683, PAGE 509. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

21. THIS ITEM INTENTIONALLY DELETED.

22. ORDINANCE NO. 2019-30 RECORDED IN OFFICIAL RECORDS BOOK 7760, PAGE 3724. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

23. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6223, PAGE 4423. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, AS SHOWN.

24. PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENT IN FAVOR OF COUNTY OF VOLUSIA RECORDED IN OFFICIAL RECORDS BOOK 7620, PAGE 3012. (AS TO BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, AS SHOWN.

NOTE: EXCEPTION 1 ABOVE SHALL BE DEEMED DELETED AS OF THE TIME THE SETTLEMENT FUNDS OR PROCEEDS OF THE LOAN TO BE SECURED BY THE INSURED MORTGAGE, AS APPLICABLE, ARE DISBURSED BY THE COMPANY OR ITS AUTHORIZED AGENT. NEITHER THE COMPANY NOR ITS AGENT SHALL, HOWEVER, BE UNDER ANY DUTY TO DISBURSE ANY SUM EXCEPT UPON A DETERMINATION THAT NO SUCH ADVERSE INTERVENING MATTERS HAVE APPEARED OF RECORD OR OCCURRED.

NOTES ON STANDARD EXCEPTIONS:

ITEM 3A WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN ACCURATE SURVEY OF THE LAND ACCEPTABLE TO THE COMPANY. EXCEPTION WILL BE MADE FOR ANY ENCROACHMENT, SETBACK LINE VIOLATION, OVERLAP, BOUNDARY LINE DISPUTE OR OTHER ADVERSE MATTER DISCLOSED BY THE SURVEY.

ITEMS 3B, 3C, AND 3D WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN AFFIDAVIT ACCEPTABLE TO THE COMPANY, AFFIRMING THAT, EXCEPT AS DISCLOSED THEREIN (I) NO PARTIES IN POSSESSION OF THE LAND EXIST OTHER THAN THE RECORD OWNER(S); (II) NO IMPROVEMENTS HAVE BEEN MADE TO THE LAND WITHIN 90 DAYS PRIOR TO CLOSING WHICH HAVE NOT HAVE BEEN PAID FOR IN FULL; AND (III) NO UNPAID TAXES OR ASSESSMENTS ARE AGAINST THE LAND WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. EXCEPTION WILL BE MADE FOR MATTERS DISCLOSED IN THE AFFIDAVIT.

NOTE: ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

NOTE: IN ACCORDANCE WITH FLORIDA STATUTES SECTION 627.4131, PLEASE BE ADVISED THAT THE INSURED HEREUNDER MAY PRESENT INQUIRIES, OBTAIN INFORMATION ABOUT COVERAGE, OR RECEIVE ASSISTANCE IN RESOLVING COMPLAINTS, BY CONTACTING FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2400 MAITLAND CENTER PARKWAY, MAITLAND, FL 32751; TELEPHONE 866-632-6200.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⌂	FD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER		SIGN	CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
⁂	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
⌀	SITE BENCHMARK	TV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00	EXISTING ELEVATION

ABBREVIATIONS

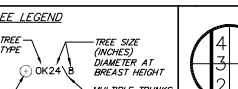
W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPRL OD	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY



FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' | FIELD BOOK: 1481 | PAGE(S): 51-54 | SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :		–	–	–	–
BOUNDARY SURVEY :	02-03-2022	– 21-1928	– JP	– TJ	– JB
TOPOGRAPHIC SURVEY :		–	–	–	–
FOUNDATION LOCATION :		–	–	–	–
FINAL IMPROVEMENTS :		–	–	–	–
RECERTIFICATION :		–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	02-03-2022	24-0446
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD LAKES
ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0446

BOUNDARY SURVEY

SHEET 2 OF 2

ATTACHMENT 4

Subdivision construction plans

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS "PLANTATION OAKS"; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has submitted an application for the first amendment to the "Plantation Oaks" Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code,* following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(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;

(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;

(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, as proposed;

(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, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

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

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as "Plantation Oaks" situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the "Property").

SECTION TWO. The Applicant's request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant's request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit "B" attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

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

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

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th day of June, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2022\05-17-22\22-16 PLANTATION OAKS, FIRST AMENDMENT TO PRD DEVELOPMENT ORDER (AMENDED) (P22-0056G).DOCX\5/18/2022 12:12

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
	Application No.	2021-101
	Project Name:	Plantation Oaks first amendment
	Property Location:	Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

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;

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;

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, as amended;

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, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.

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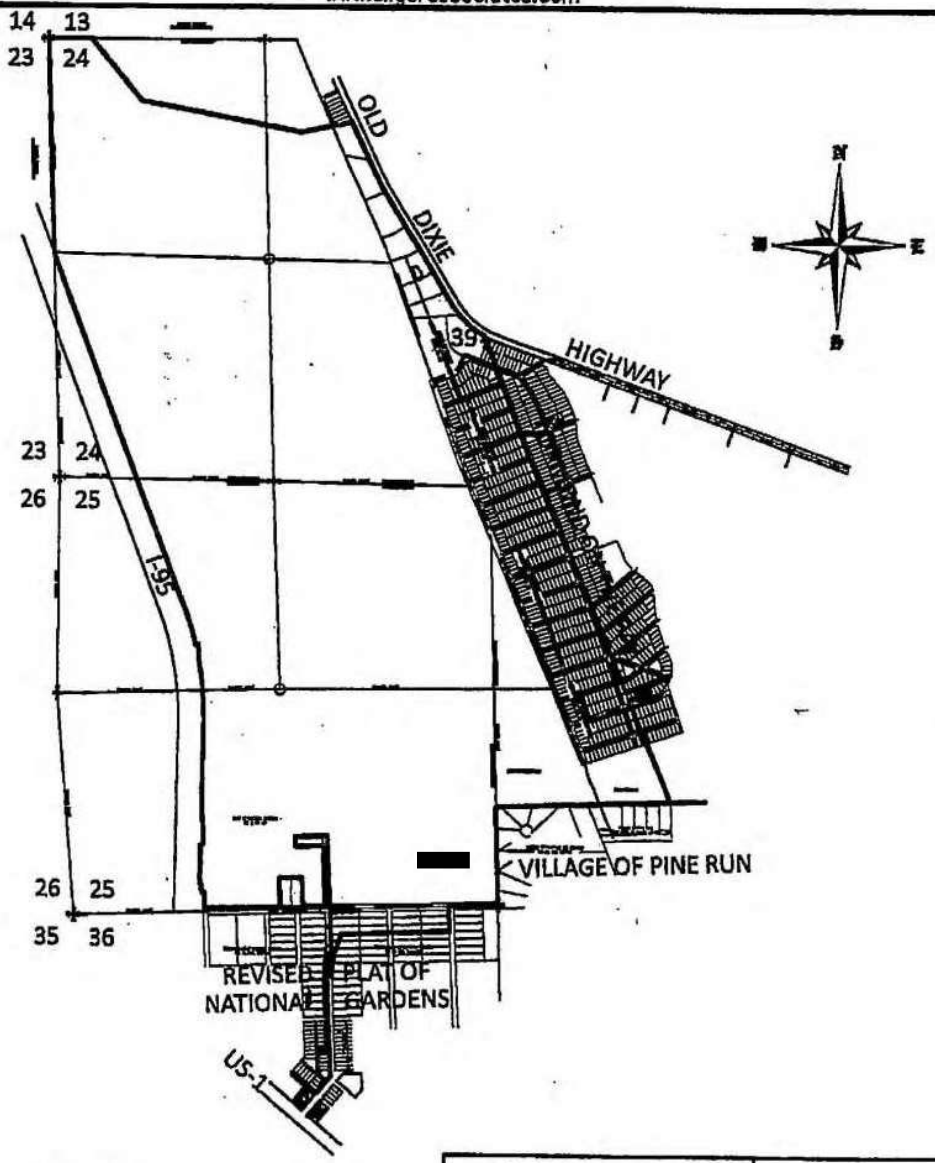

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000' FIELD BOOK: PAGE:

ABBREVIATIONS	
(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4

LEGEND	
●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

EXHIBIT "A"
Page 2 of 15

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.94 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 641.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1655.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 792.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 267.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.26 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N[redacted] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 729.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N[redacted] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 611.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 9, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [redacted], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 60.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 659.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.59 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°46'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

EXHIBIT "A"
Page 4 of 15

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.

7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 167; LOTS 17 & 18, BLOCK 174

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191

ORMOND ON THE BAY, OAKWOOD PARK SECTION – PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
	PLANTATION OAKS OF ORMOND BEACH II, LLC		
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER	THAN THOSE L	STED ABOVE.

SHEET 4 OF 4 VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

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

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"
Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

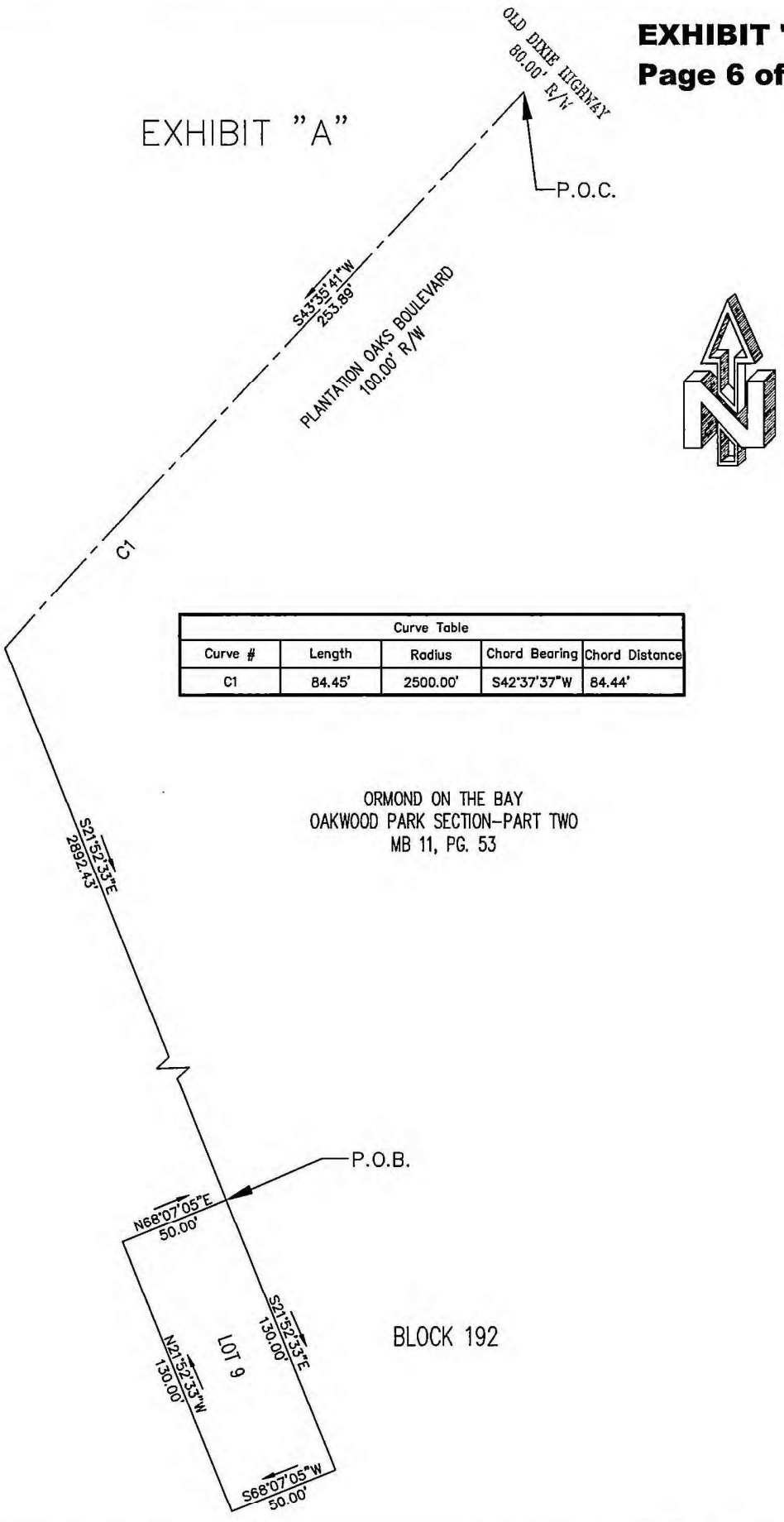
SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
Page 6 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	84.45'	2500.00'	S42°37'37"W	84.44'

City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY:

EXHIBIT "A"

Page 7 of 15

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET: THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

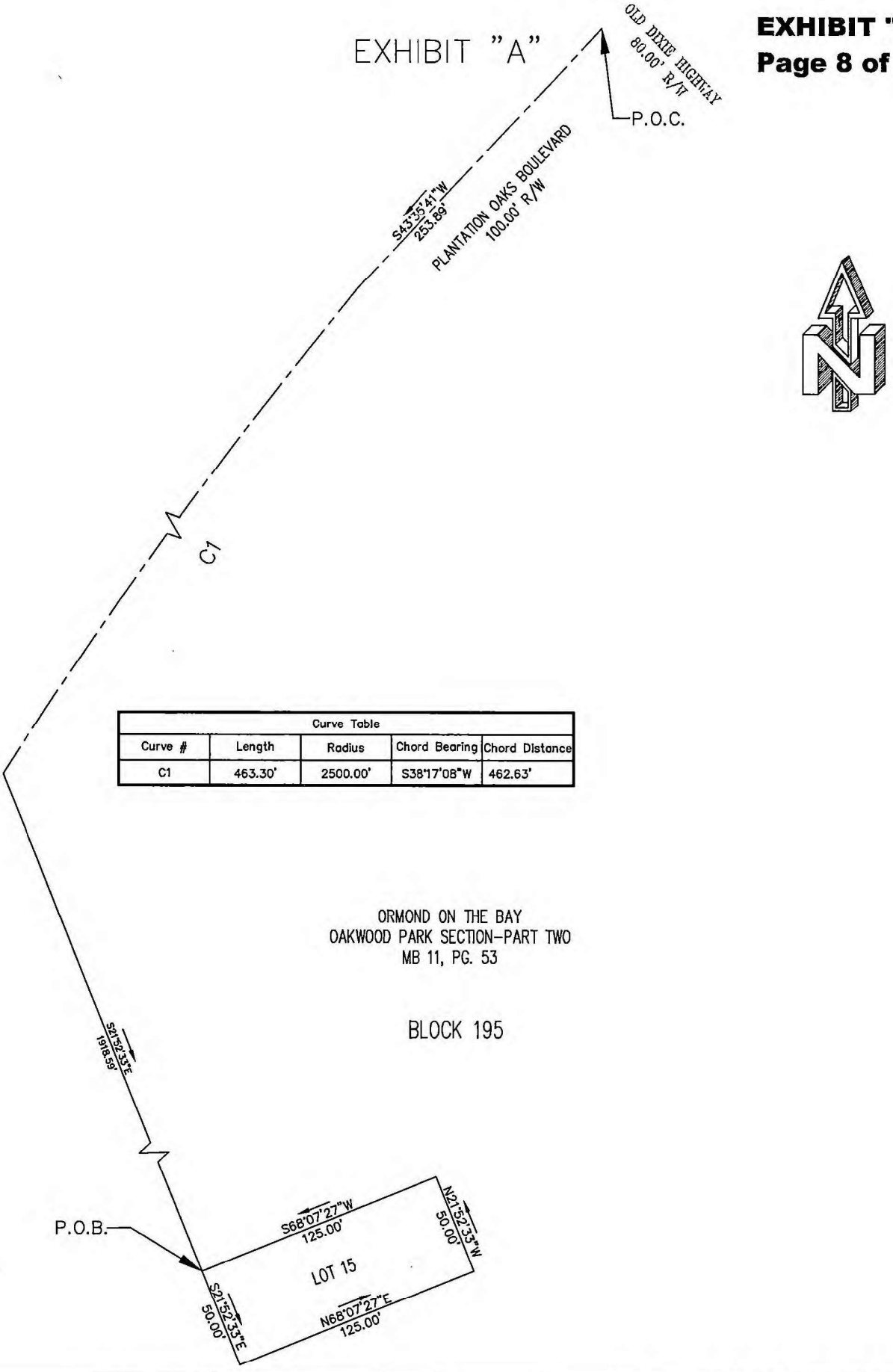
SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"
Page 8 of 15

EXHIBIT "A"



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

City of Ormond Beach
Engineering Division

DATE: 2/27/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 2 OF 2	DRAWN BY: CT

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART–THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT–OF–WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH–UNIT 1, MAP BOOK 59, PAGES 138–154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT–OF–WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET: THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

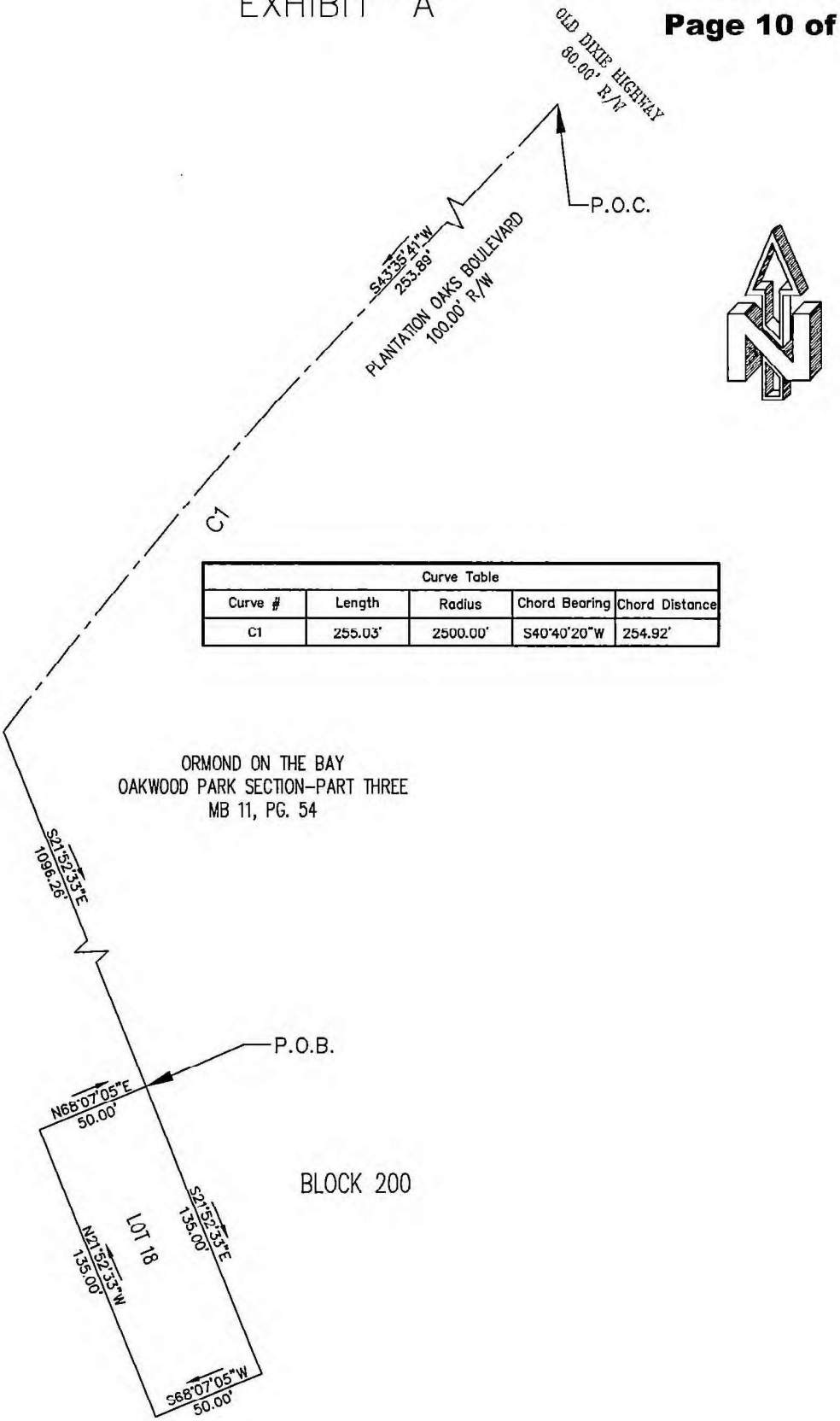
SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach Engineering Division	DATE: 2/28/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 1 OF 2	DRAWN BY: CC

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	255.03'	2500.00'	S40°40'20"W	254.92'

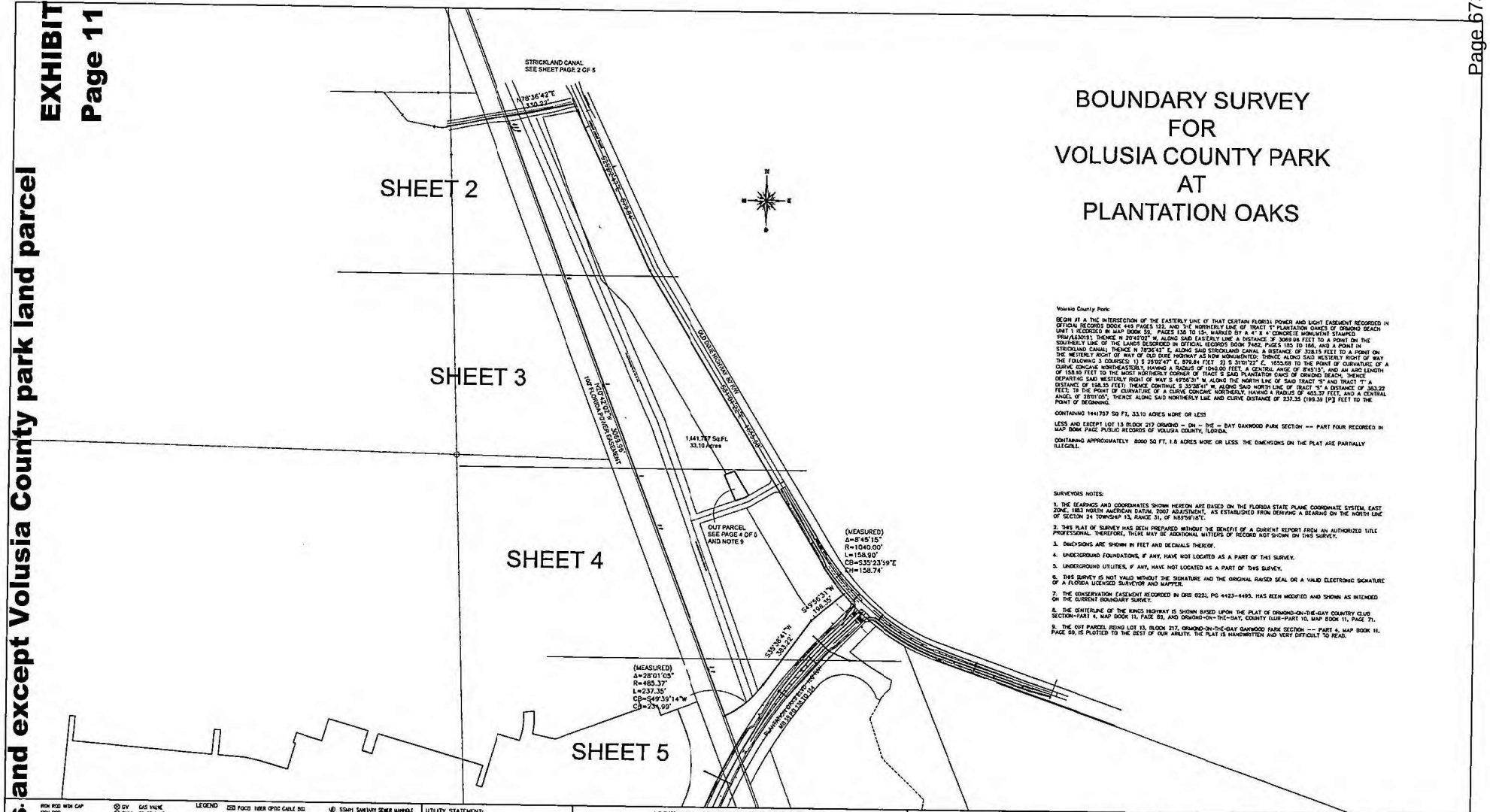
City of Ormond Beach Engineering Division	DATE: 2/27/20	PROJECT NO.:
	SCALE: N.T.S.	FILE NAME:
	SHEET: 2 OF 2	DRAWN BY: CC

Instrument #2022140339 #15 Book:8268 Page:2912

EXHIBIT "A"
Page 11 of 15

Less and except Volusia County park land parcel

BOUNDARY SURVEY FOR VOLUSIA COUNTY PARK AT PLANTATION OAKS



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT 'F' PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 59, PAGES 136 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3013; THENCE N 20°43'02" W, ALONG SAID EASERLY LINE A DISTANCE OF 3089.06 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°02'47" E, 829.84 FEET 2) S 31°01'22" E, 1653.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT 'S' AND TRACT 'T' A DISTANCE OF 198.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT 'T' A DISTANCE OF 283.22 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 485.37 FEET AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (199.39 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N83°59'18"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6221, PG 4423-4495. HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 89, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 89, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

IRON ROD WITH CAP	DV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
IRON ROD	RVV	RELIEF VALVE	FOCV	FIBER OPTIC CABLE VAULT	SSMH	STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
IRON PIPE	HHC	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
FD "X"/CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
CONCRETES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UPOLE	UTILITY POLE		WETLANDS LOCATION
SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00 #	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	BLDG	BUILDING	GM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	R/R	RAILROAD	-E-	BURIED ELECTRIC LINE
CM	CONCRETE MONUMENT	(D)	FIELD DIMENSION	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	CO	CLEANOUT	-TV-	BURIED TELEVISION LINE
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	ES	ELECTRIC SERVICE	TOB	TOP OF BANK
MW	MONITORING WELL	(S)	RADIAL	CV	CHECK VALVE	CV	CHECK VALVE	-OHP-	OVERHEAD UTILITY LINE
ID	IDENTIFICATION	NR	NON RADIAL	IV	IRRIGATION VALVE	TOE	TOE OF SLOPE	-SW-	STORM WATER LINE
(TYP)	TYPICAL	STA	STATION	WV	WATER VALVE	CLR	CENTERLINE OF SWALE	-W-	WATER LINE
SEC	SECTION	EL	ELEVATION	RPV	REUSE VALVE	A/C	AIR CONDITIONER	FPL (S)	FLORIDA POWER & LIGHT COMPANY
TWP	TOWNSHIP	INV	INVERT	CMP	CORRUGATED METAL PIPE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
RGE	RANGE	C	CENTERLINE	CPP	CORRUGATED PLASTIC PIPE	WM	WATER METER	NAVD	NORTH AMERICAN VERTICAL DATUM
				HDPE	HYDROLOGIC CLASS PIPE	TH	TYPE HYDRANT	FD&T	FLORIDA DEPARTMENT OF TRANSPORTATION
						TC	TOP CURVE	RT & R	WATER DUCKS CHAIR & RESERVE RANGER
								U.E.	UTILITY EASEMENT
								A.E.	ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP	CAMPHOR TREE	SG	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE SYMBOL: OK24 — TREE TYPE; TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE:210733.TXT
FIELD BOOK: 1420
PHOTO: 12, 17, 19, 23
SHEET 1 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	05-25-2021	21-0753	–	TJ	JD
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
2621 MOYA ROAD
PORT ORANGE, FL. 32127
(386) 761-5360
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

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

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

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY WEBSITES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

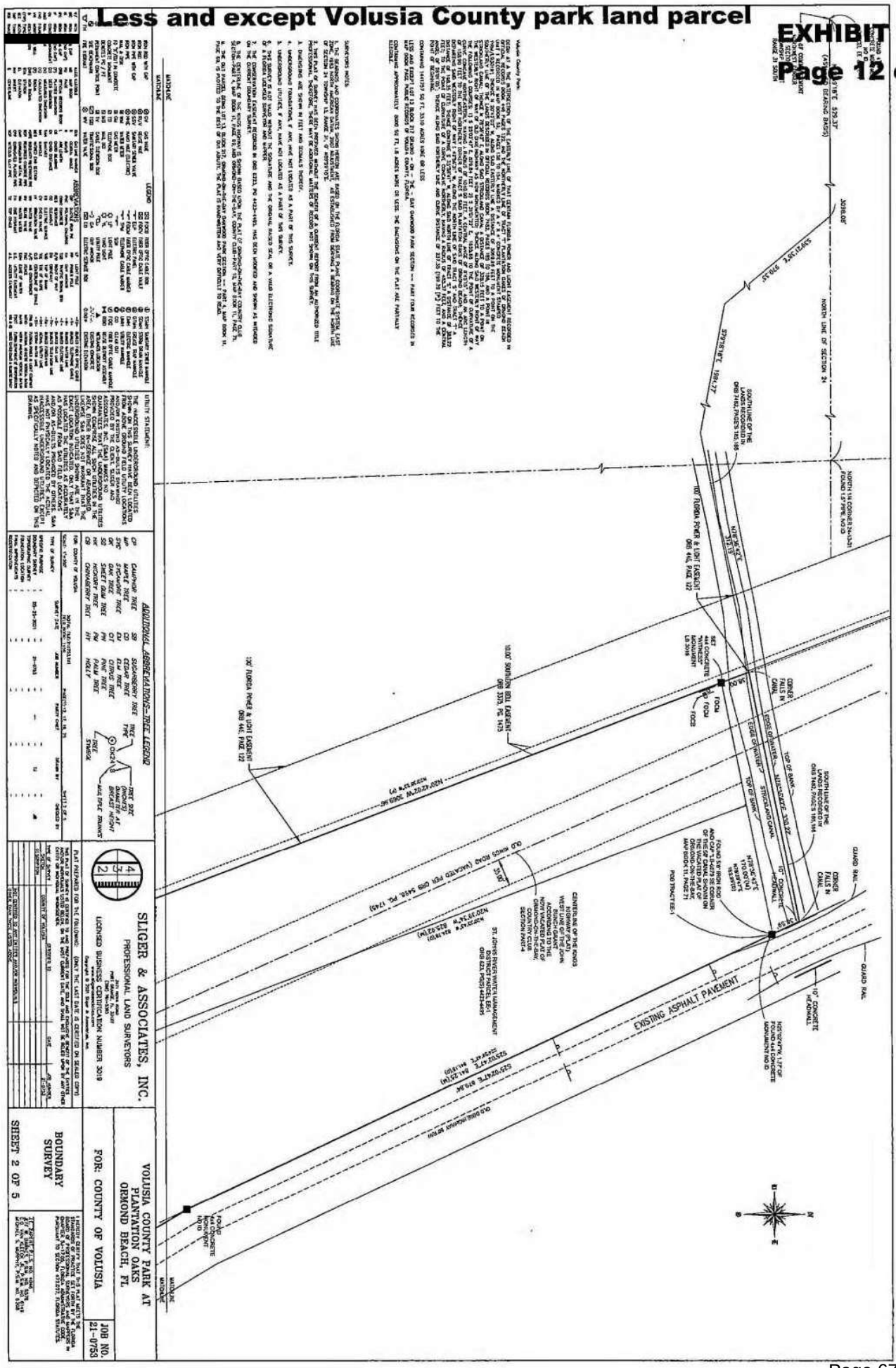
BOUNDARY SURVEY

SHEET 1 OF 5

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

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:16 -04'00'

JEFFREY W BARNES, P.L.S. NO. 4042
JEFF W. BARNES, P.S.M. NO. 5526
C.G. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

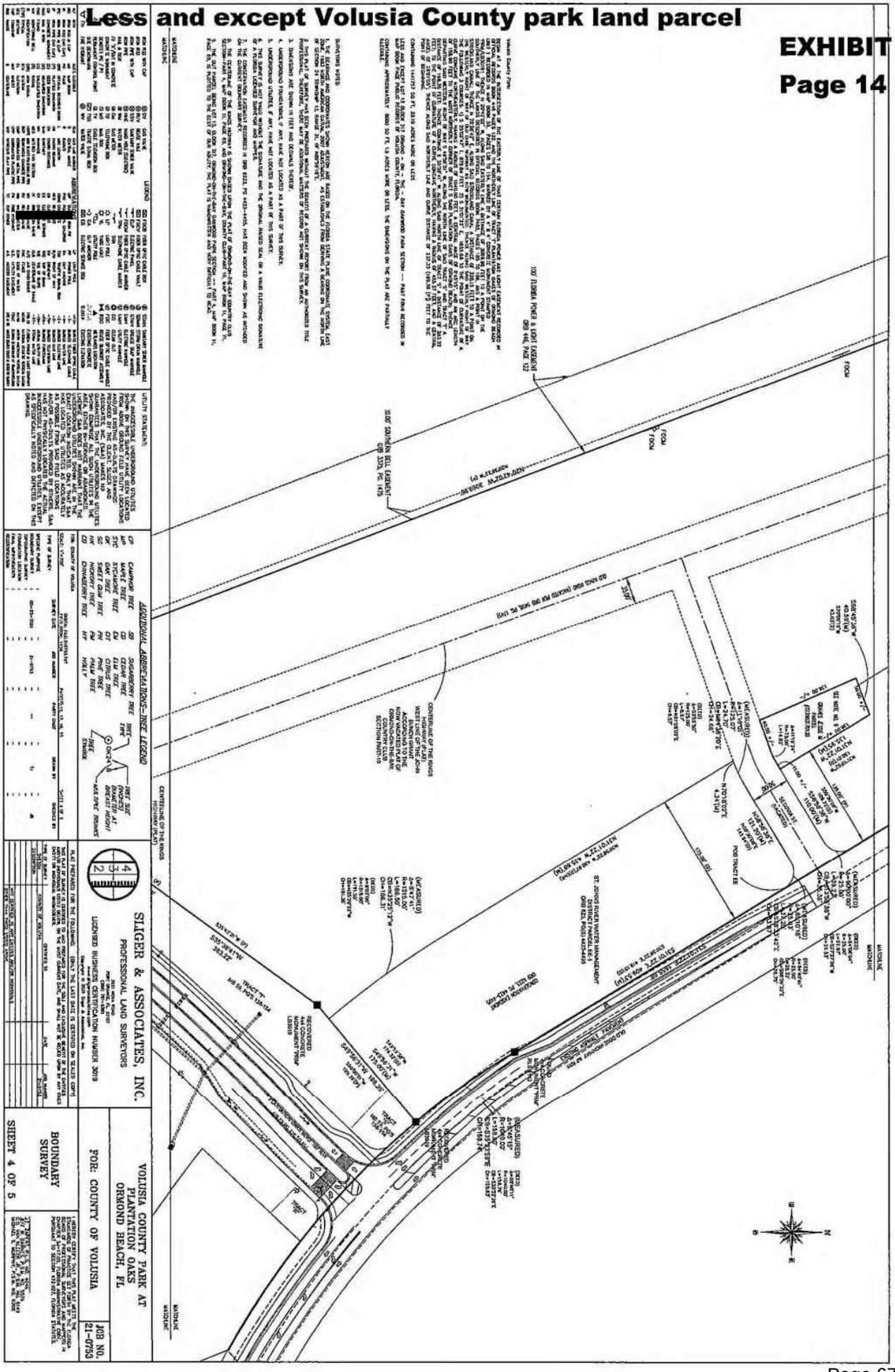

Less and except Volusia County park land parcel
EXHIBIT "A"
Page 12 of 15
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL
FOR: COUNTY OF VOLUSIA
JOB NO.
21-0753
BOUNDARY
SURVEY
SHEET 2 OF 5
EXISTING ASPHALT PAVEMENT
OLD MOSS ROAD (VACATED PER ORB 5488, PG. 1240)
OLD MOSS ROAD (VACATED PER ORB 5488, PG. 1240)
STRICKLAND CANAL
QUARD RAIL
10' CONCRETE HEADWALL
SOUTH LINE OF THE NORTH 1/2 OF SECTION 24 ORB 7482, PAGES 185-186
NORTH LINE OF SECTION 24
S89°19'19"E 529.37'
3038.08'
S89°19'19"E 1324.37'
100' FLORIDA POWER & LIGHT EASEMENT ORB 445, PAGE 122
10.00' SOUTHERN BELL EASEMENT ORB 3373, PG. 1473
10' FLORIDA POWER & LIGHT EASEMENT ORB 445, PAGE 122
EDGE OF WATER
TOP OF BANK
TOP OF SLOPE
CENTERLINE OF THE ROADS HIGHWAY PLAT, WEST LINE OF THE JOHN ANDREWS GRANT, ACCORDING TO THE NOW VACATED PLAT OF ORMOND BEACH COUNTRY CLUB SECTION PART-4
FOUND 5/8" IRON ROD AND CAP MARKING THE SOUTHWEST CORNER OF THE VACATED PLAT OF ORMOND BEACH COUNTRY CLUB MAIN SUBDIVISION, PLAT BOOK 11, PAGE 71
POB TRACT E-1
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL E-84 ORB 6224, PAGES 4425-4429
S25°02'47"E 814.25'(M) S25°04'47"E 814.18'
S25°02'47"E 814.25'(M) S25°04'47"E 814.18'
N20°23'02"W 3069.96'
N20°23'02"W 3069.96'
N20°39'54"W 824.19'(M)
N20°39'54"W 824.02'(M)
SET 5/8" IRON ROD AND CAP "SLIGER & ASSOC. LB 3019"
FOUND 4" CONCRETE MONUMENT NO ID
FOUND 4" CONCRETE MONUMENT NO ID
FOUND 4" CONCRETE MONUMENT NO ID

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 13 of 15

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 14 of 15



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 4 OF 5

Less and except Volusia County park land parcel

EXHIBIT "A"
Page 15 of 15

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

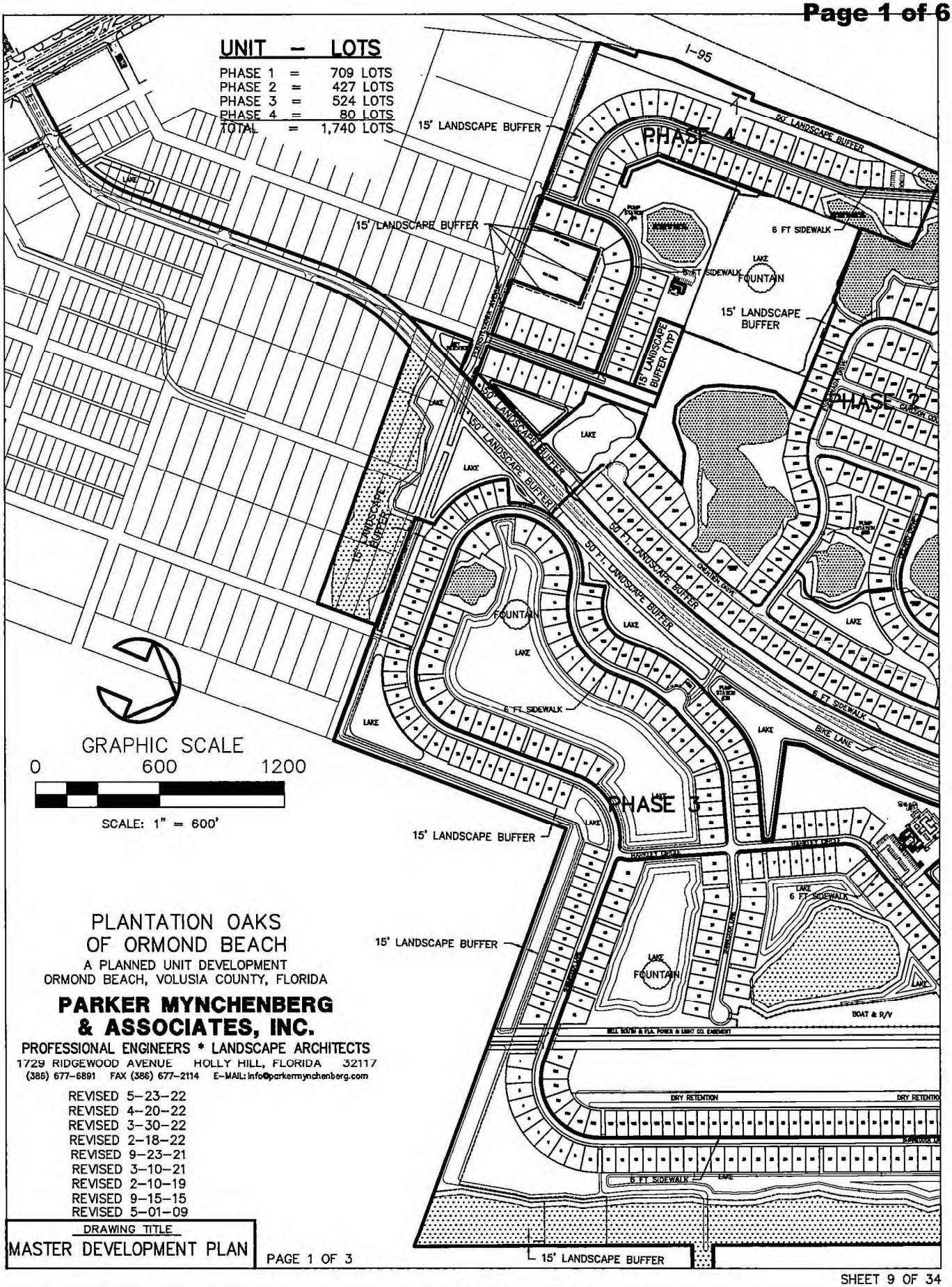
BOUNDARY SURVEY

SHEET 5 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019

EXHIBIT "B"

Page 1 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

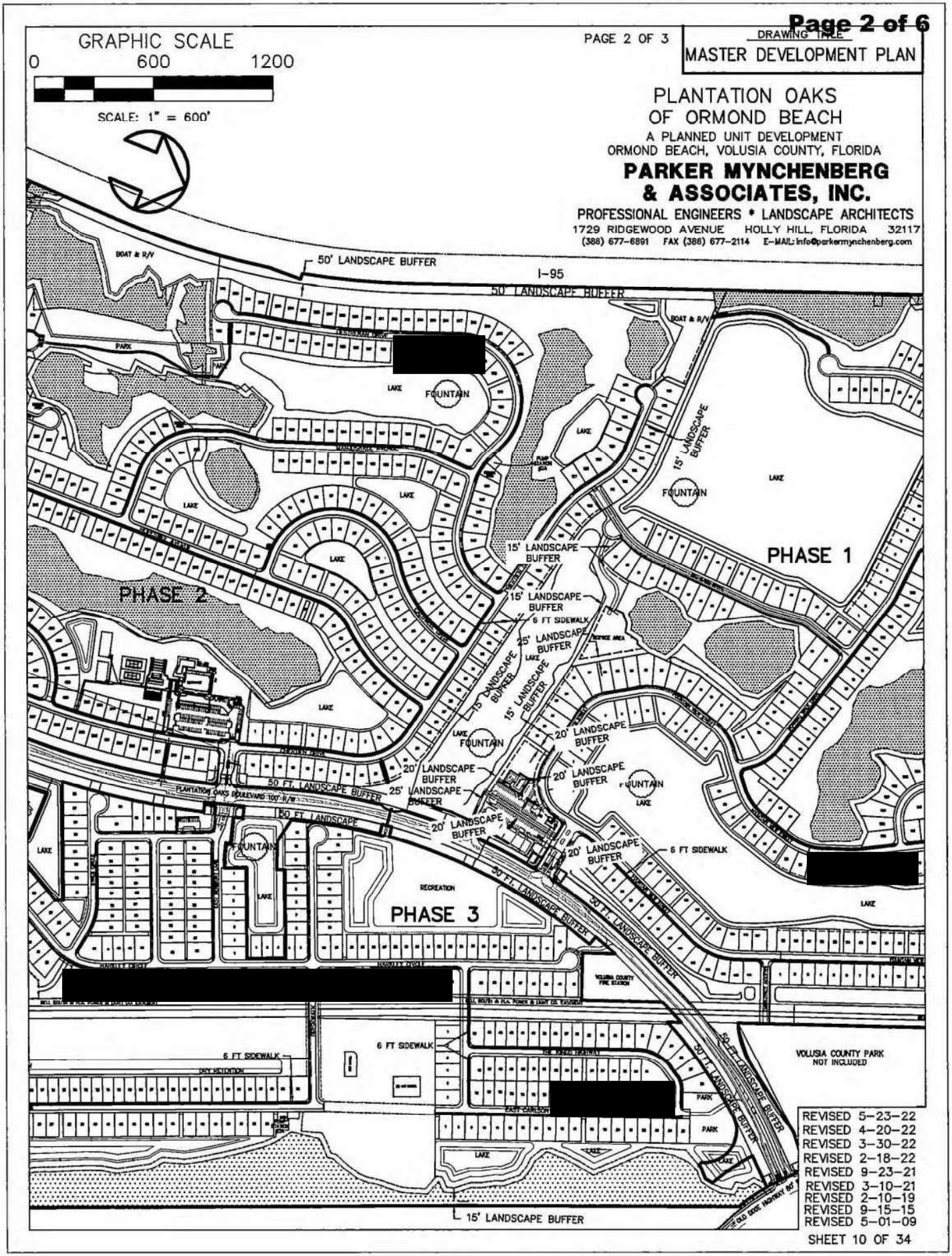
REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"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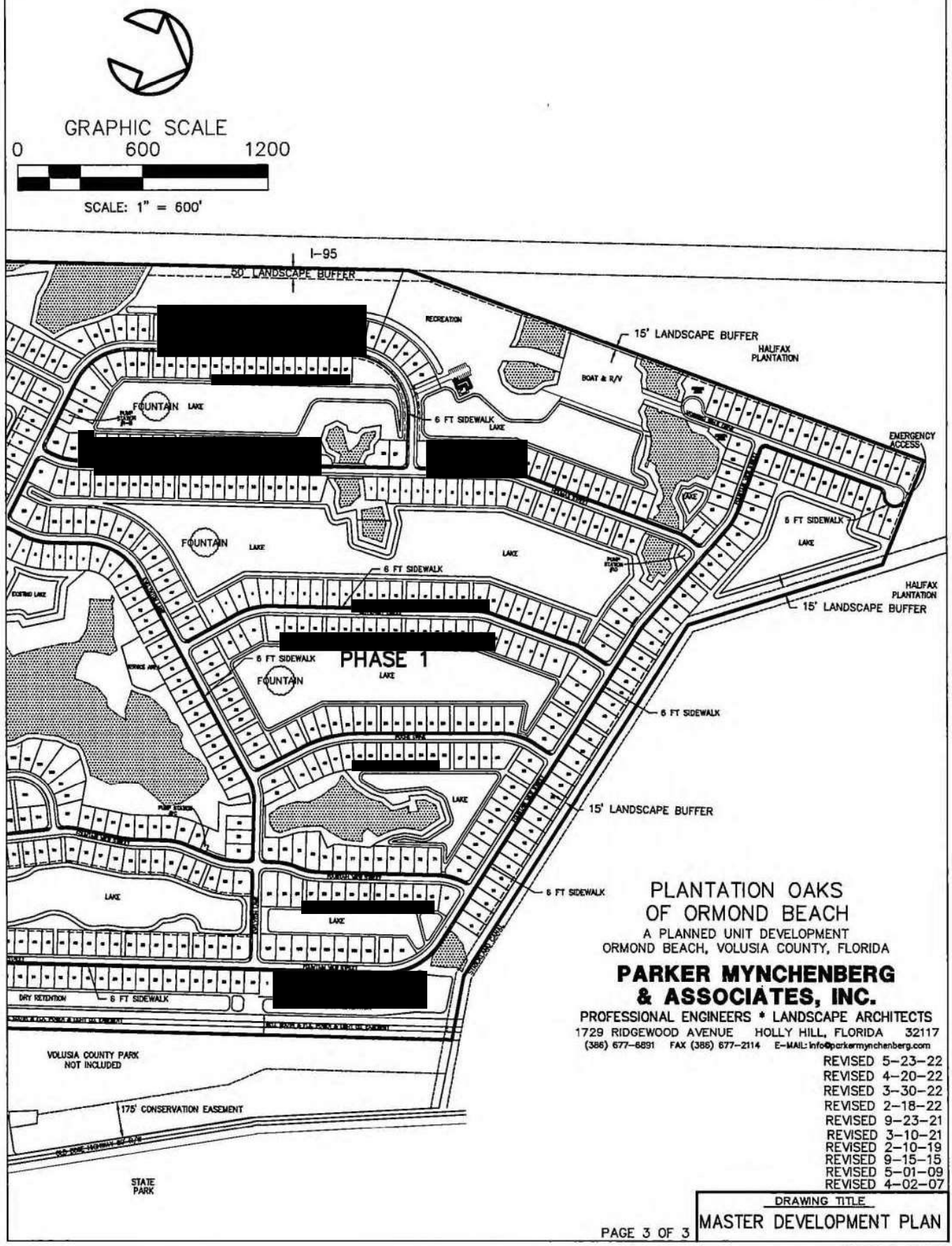
SCALE: 1" = 600'
PAGE 2 OF 3
DRAWING TITLE
MASTER DEVELOPMENT PLAN
PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
PARKER MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
I-95
50' LANDSCAPE BUFFER
PHASE 1
PHASE 2
PHASE 3
15' LANDSCAPE BUFFER
20' LANDSCAPE BUFFER
25' LANDSCAPE BUFFER
30' FT. LANDSCAPE BUFFER
50 FT. LANDSCAPE BUFFER
6 FT SIDEWALK
FOUNTAIN
LAKE
RECREATION
PARK
VOLUSIA COUNTY PARK
NOT INCLUDED
REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09
SHEET 10 OF 34

EXHIBIT "B"

Page 3 of 6



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE
MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"

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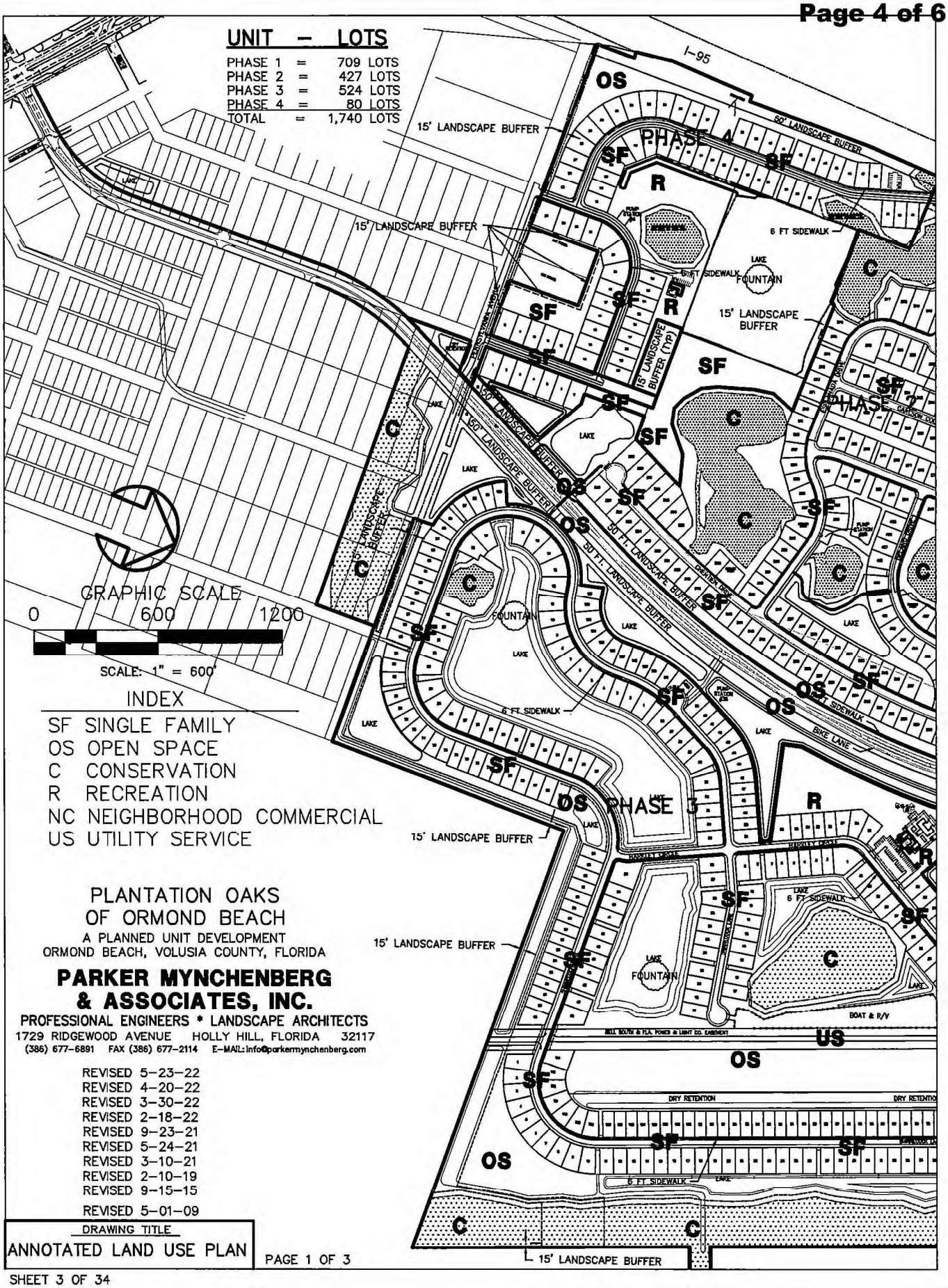

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DRAWING TITLE
ANNOTATED LAND USE PLAN

PAGE 1 OF 3

SHEET 3 OF 34

EXHIBIT "B"

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GRAPHIC SCALE
0 600 1200
SCALE: 1" = 600'

INDEX
SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

PAGE 2 OF 3

DRAWING TITLE
ANNOTATED LAND USE PLAN

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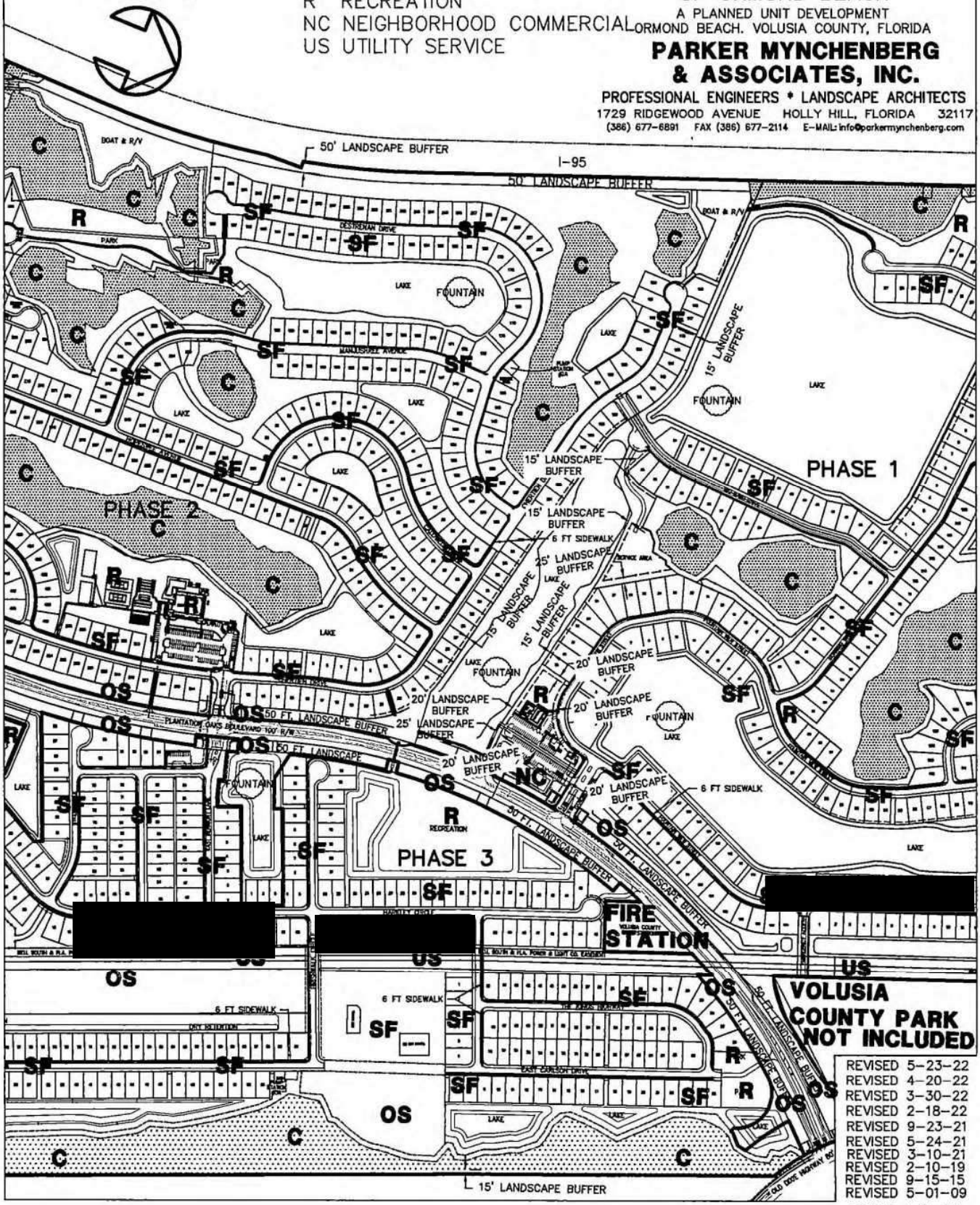

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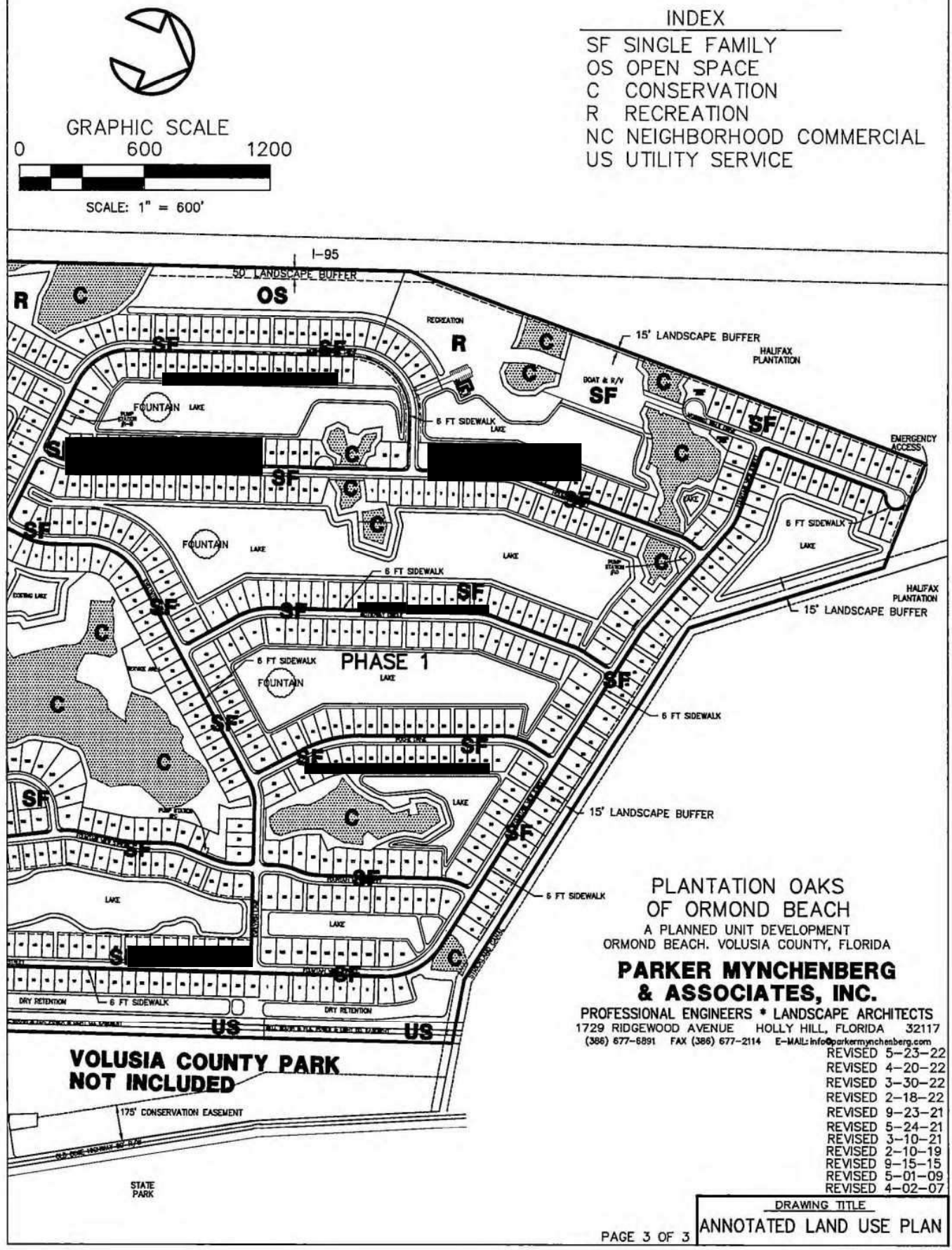
SHEET 4 OF 34

EXHIBIT "B"

~~**Page 6 of 6**~~



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ANNOTATED LAND USE PLAN

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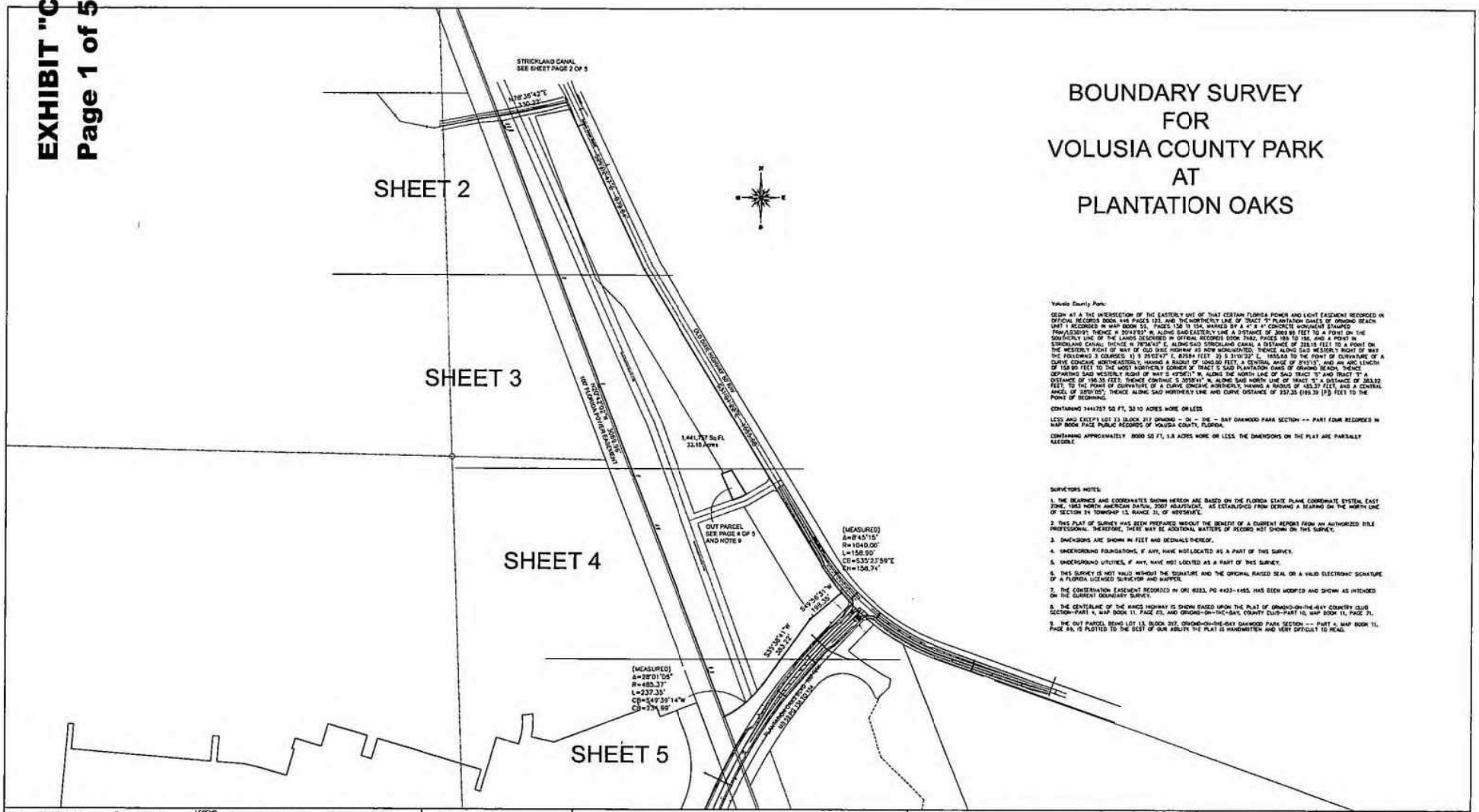
Instrument #20221140339 #26 Book:8268 Page:2923

EXHIBIT "C"
Page 1 of 5



BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 123, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 30, PAGES 158 TI 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM LB30191 THENCE N 20°47'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3063.95 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7682, PAGES 155 TO 156, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'43" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 29°57'47" E, 829.84 FEET 2) S 31°01'32" E, 1855.53 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°36'51" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 1858.30 FEET; THENCE CONTINUE S 33°36'51" W, ALONG SAID NORTH LINE OF TRACT "T" A DISTANCE OF 383.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 485.37 FEET, AND A CENTRAL ANGLE OF 28°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (195.39 [P]) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 (BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°56'48"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORI 6223, PG 4433-4455, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE RANGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 67, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 66, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

● IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
○ IRON ROD	RUV REUSE VALVE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
⊗ IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	STMH GREASE TRAP MANHOLE
⊙ IRON PIPE	AHC HAND HOLE (ELECTRIC)	FOCH FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
⊙ AXLE & DISK	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
⊙ FD "5"/5021 in CONCRETE	GM GAS METER	SIGN	CO CLEAN OUT
□ CONCRETE MONUMENT	TP TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MARKER
⊠ DENOTES PC / PT	MB MAIL BOX	YL YARD LIGHT	REUSE QUICK COUPLING
⊗ PERMANENT CONTROL POINT	TV CABLE TELEVISION BOX	UTILITY POLE	METAL MARKER
⊗ SITE BENCHMARK	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONTOUR
FH FIRE HYDRANT	WV WATER VALVE	ER ELECTRIC SERVICE BOX	EXISTING ELEVATION

ABBREVIATIONS

M/ MON	GAR GARAGE	BM BENCH MARK	LP LIGHT POLE	+/-D/- BURIED FIBER OPTIC CABLE
IR/ IRON ROD & CAP	H HEDGE	DP DUPLEX IRON PIPE	W POWER POLE	+/-T/- BURIED TELEPHONE CABLE
IP/ IRON PIPE & CAP	I INSIDE	PRC POLYVINYL CHLORIDE	GA GUY ANCHOR	+/-W/- BURIED WATER LINE
P/ IRON PIPE (NO CAP)	IRR IRRIGATION	CONC CONCRETE	TPB TELEPHONE MANHOLE BOX	+/-E/- BURIED ELECTRIC LINE
CM CONCRETE MONUMENT	LB LANDSCAPE BUFFER	MES MITERED END SECTION	R/W RIGHT OF WAY	+/-G/- BURIED GAS LINE
NAIL NAIL & DISK	MES MEASURED DISTANCE	CO CLEANOUT	CM CENTERLINE	+/-TV/- BURIED TELEVISION CABLE
FND FOUND	N NORTH	EL ELECTRIC BOX	SW SIDEWALK	+/-PW/- BURIED FIBER OPTIC LINE
MT MONUMENT METAL	NR NON RADIAL	SAN SANITARY	TOP TOP OF BANK	+/-PW/- BURIED FIBER OPTIC LINE
NC NON CONCENTRIC	(C) CALCULATED DIMENSION	MH MANHOLE	TOE TOE OF SLOPE	+/-OH/- AERIAL LINE
NT NON TANGENT	(D) DEED	MES MITERED END SECTION	CE CENTERLINE OF STREAM	+/-SS/- STORM WATER SEWER
N NOTIFICATION	(M) MEASURED	WV WATER VALVE	AIR AIR CONDITIONED	FND ⊕ FLORIDA POWER & LIGHT COMPANY
(TYP) TYPICAL	(P) PLATTED	REUSE VALVE	TYP TYPICAL	FND ⊕ FLORIDA ELECTRIC UTILITY COMPANY
SEC SECTION	CL CENTERLINE	WM WATER METER	DIA DIAMETER	FND ⊕ AMERICAN ARTIFICIAL REEF
SHT SHEET	SHT SHEET	BFP BACKFLOW PREVENTER	UE UTILITY EASEMENT	FND ⊕ FLORIDA DEPARTMENT OF TRANSPORTATION
RGE RANGE	C CONCRETE	WOP WIRELESS UTILITY POLE	TOP TOP OF BANK	FND ⊕ NATIONAL GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNLIKWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP CAMPHOR TREE	SB SUGARBERRY TREE		
MP MAPLE TREE	CD CEDAR TREE		
SYC SYCAMORE TREE	EM ELM TREE		
OK OAK TREE	CIT CITRUS TREE		
SG SWEET GUM TREE	PN PINE TREE		
HK HICKORY TREE	PM PALM TREE		
CB CHINABERRY TREE	HY HOLLY		

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL — OK24

FOR COUNTY OF VOLUSIA

SCALE: 1"=100'

TYPE OF SURVEY	DIGITAL FILE/DRAWING NAY FIELD BOOK/PG	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE						
BOUNDARY SURVEY		05-25-2021	21-0753	--	TJ	JB
TOPOGRAPHIC SURVEY						
FOUNDATION LOCATION						
FINAL IMPROVEMENTS						
RECERTIFICATION						

PROJECTION: 12, 17, 18, 21 — SHEET 1 OF 5

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3615 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO:	DATE	JOB NUMBER
SECTION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT
PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO.
21-0753

BOUNDARY SURVEY

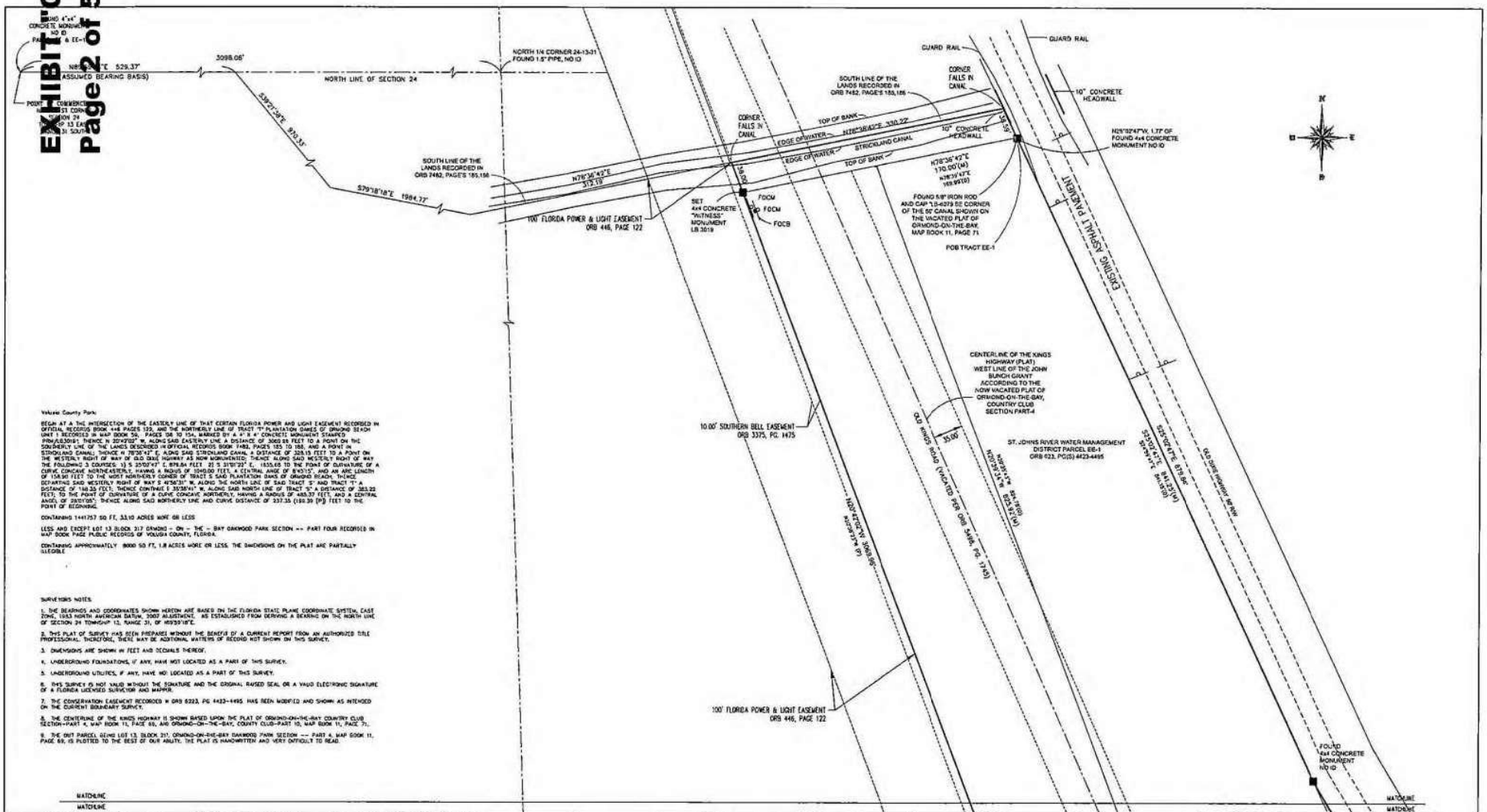
SHEET 1 OF 5

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

Digitally signed by JEFFREY W BARNES
Date: 2021.07.15 07:33:14 -04'00'

JEFFREY W. BARNES
JEFFREY W. BARNES, P.S.M. NO. 6149
JEFF W. BARNES, P.S.M. NO. 5526
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6508

Instrument #2022140339 #27 Book:8268 Page:2924



Volusia County Park:

BEGIN AT THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 122, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 26, PAGES 58 TO 154, MARKED BY A 4" X 4" CONCRETE MONUMENT STAMPED PRM/LB3019; THENCE N 22°47'03" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3083.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 185 TO 188, AND A POINT IN STRICKLAND CANAL; THENCE N 78°36'42" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°02'47" E, 879.84 FEET, 2) S 31°51'23" E, 1835.65 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH, THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 41°56'31" W, ALONG THE NORTH LINE OF SAID TRACT S" AND TRACT "F" A DISTANCE OF 146.35 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "F" A DISTANCE OF 283.22 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 488.37 FEET, AND A CENTRAL ANGLE, OF 28°01'05"; THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 237.35 (189.39 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

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7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495 HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION--PART 4, MAP BOOK 11, PAGE 88, AND ORMOND--ON--THE--BAY, COUNTY CLUB--PART 10, MAP BOOK 11, PAGE 71.
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LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX
○	IRON ROD	RUV	RELIEF VALVE	FOCV	FIBER OPTIC CABLE VAULT
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	LP	ELECTRIC PANEL
○	IRON PIPE	WMH	WATER METER (DIFFRENT)	FOCM	FIBER FIBER OPTIC CURB MARKER
⊙	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER
⊙	10 "X" CUT IN CONCRETE	GM	GAS METER	SGN	SIGN
⊙	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT
⊙	PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE
⊙	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR
▽ IN	FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX
SSMH	SSMH SANITARY SEWER MANHOLE				
SDMH	SDMH STORM DRAIN MANHOLE				
GT	OTHER GREASE TRAP MANHOLE				
TMH	TELEPHONE MANHOLE				
UMH	UTILITY MANHOLE				
CO	CLEAN OUT				
FOC	FIBER OPTIC CABLE MARKER				
RDD	RELIEF BLOWOFF ASSEMBLY				
▲	METLAND LOCATION				
EC	EXISTING CONCRETE				
0.00'	EXISTING ELEVATION				

ABBREVIATIONS

AC	IRON ROD & CAP	BLDG	GAS LINE MARKER (GAS VALVE SHOWN)	SMH	SANITARY SEWER MANHOLE	LP	LIGHT POLE	+/-0.0'		FOC	FIBER OPTIC CABLE
AC	IRON ROD (NO CAP)	PKC	PACE	E	EASEMENT	PWE	POLE/POWER, ENCLOSURE	GUY ANCHOR		TEL	TELEPHONE CABLE
AP	IRON PIPE & CAP	DRB	DETAILED PROGRESS BOOK	L	ARC LENGTH	CONC	CONCRETE	TRAFFIC SIGNAL BOX		+/-0.0'	WATER LINE
AP	IRON PIPE (NO CAP)	(D)	PLATTED DIMENSION	CB	CHORD BEARING	RCP	REINFORCED CONCRETE PIPE	RIGHT OF WAY		+/-0.0'	ELECTRIC LINE
CM	CONCRETE MONUMENT	(M)	FIELD DIMENSION	CD	CHORD DISTANCE	RES	RESIDENCE	CENTERLINE		+/-0.0'	GAS LINE
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	LAT	SANITARY	DW	DRIVEWAY	TOP OF BANK		+/-0.0'	TELEVISION LINE
CAL	CALCULATED	(C)	CALCULATED DIMENSION	SF	SQUARE FEET	EX	ELECTRIC SERVICE	EDGE OF WATER		+/-0.0'	UNDERGROUND
MW	MONITORING WELL	(RD)	RADIAL	AC	ACRES	CO	CROSS VALVE	TOE OF SLOPE		+/-0.0'	UTILITY LINE
ID	IDENTIFICATION	CM(P)	NON-RADIAL	MES	MITERED END SECTION	FH	IRRIGATION VALVE	CENTERLINE OF CANALS		+/-0.0'	WATER LINE
(TYP)	TYPICAL	STA	STATION	NAP	NON-RADIAL CONCRETE PIPE	WV	WATER VALVE	MH CONSTRUCTION FENCE		TEL OR TV	TELEPHONE & CABLE COMPANY
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	RV	RELIEF VALVE	LINE OF WATER		BLDG	BUILDING
TWP	TOWNSHIP	RPP	RADIUS	CPP	CORRUGATED PLASTIC PIPE	WM	WATER METER	UTILITY EASEMENT		NAVD	NATIONAL GEODETIC VERTICAL DATUM
RGE	RANGE	C	CENTERLINE	HDP	HYPERDUS CLAY PIPE	TP	TOP CONCR	ACCESS EASEMENT		NAD 83	NORTH AMERICAN HORIZONTAL DATUM
										GPS	GLOBAL POSITIONING SYSTEM (SURVEY GRADE)

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS--TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24 8)

FOR COUNTY OF VOLUSIA

SCALE: 1"=200' | DIGITAL FILE: 210753.TXT | FIELD BOOK: 1478 | PAGE(S): 12, 17, 18, 23 | SHEET 2 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	--	--	--	--	--
BOUNDARY SURVEY	05-25-2021	21-0753	--	TJ	JB
TOPOGRAPHIC SURVEY	--	--	--	--	--
FOUNDATION LOCATION	--	--	--	--	--
FINAL IMPROVEMENTS	--	--	--	--	--
ALTA/NSPS	--	--	--	--	--

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3931 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5382
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.slingerassociates.com
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PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

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

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
REVISION	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

BOUNDARY SURVEY

SHEET 2 OF 5

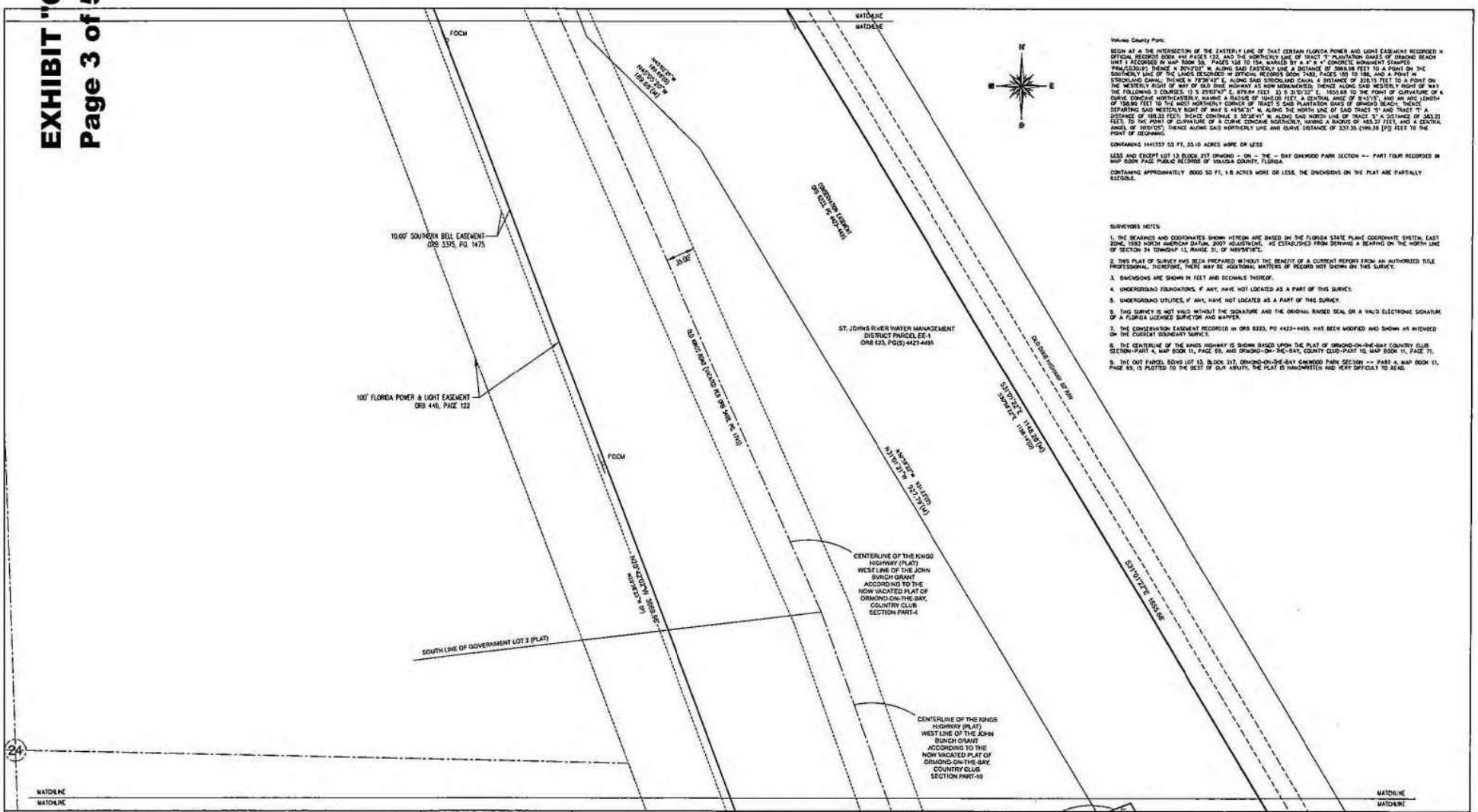
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY T. SLIGER, P.L.S. NO. 4043
JEFF W. BARNES, P.S.M. NO. 5578
C.G. VAN ALLEN, JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6068

Page 685 of 1716

Instrument #20221403339 #28 Book:8268 Page:2925

EXHIBIT "C"
Page 3 of 5



Volusia County Park:

BEGIN AT A THE INTERSECTION OF THE EASTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 446 PAGES 132, AND THE NORTHERLY LINE OF TRACT "F" PLANTATION OAKS OF ORMOND BEACH UNIT 1 RECORDED IN MAP BOOK 56, PAGES 138 TO 154, MARKED BY A 4"X 4" CONCRETE MONUMENT STAMPED "PRM/LB3018"; THENCE N 70°47'00" W, ALONG SAID EASTERLY LINE A DISTANCE OF 3068.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7482, PAGES 180 TO 186, AND A POINT IN STRICKLAND CANAL; THENCE N 73°36'40" E, ALONG SAID STRICKLAND CANAL A DISTANCE OF 328.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD DIXIE HIGHWAY AS NOW MONUMENTED; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING 3 COURSES: 1) S 25°07'47" E, 879.84 FEET 2) S 31°01'22" E, 1800.68 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1040.00 FEET, A CENTRAL ANGLE OF 8°45'15", AND AN ARC LENGTH OF 158.90 FEET TO THE MOST NORTHERLY CORNER OF TRACT S SAID PLANTATION OAKS OF ORMOND BEACH; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY S 49°56'31" W, ALONG THE NORTH LINE OF SAID TRACT "S" AND TRACT "T" A DISTANCE OF 188.33 FEET; THENCE CONTINUE S 35°38'41" W, ALONG SAID NORTH LINE OF TRACT "S" A DISTANCE OF 383.21 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 455.37 FEET, AND A CENTRAL ANGLE OF 20°01'05", THENCE ALONG SAID NORTHERLY LINE AND CURVE DISTANCE OF 337.35 (199.38 (P)) FEET TO THE POINT OF BEGINNING.

CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND - ON - THE - BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 8000 SQ FT, 1.8 ACRES MORE OR LESS. THE DIMENSIONS ON THE PLAT ARE PARTIALLY ILLEGIBLE.

SURVEYORS NOTES:

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, AS ESTABLISHED FROM DERIVING A BEARING ON THE NORTH LINE OF SECTION 24 TOWNSHIP 13, RANGE 31, OF N89°58'58"E.
2. THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.
3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
4. UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
5. UNDERGROUND UTILITIES, IF ANY, HAVE NOT LOCATED AS A PART OF THIS SURVEY.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. THE CONSERVATION EASEMENT RECORDED IN ORB 6223, PG 4423-4495, HAS BEEN MODIFIED AND SHOWN AS INTENDED ON THE CURRENT BOUNDARY SURVEY.
8. THE CENTERLINE OF THE KINGS HIGHWAY IS SHOWN BASED UPON THE PLAT OF ORMOND-ON-THE-BAY COUNTRY CLUB SECTION-PART 4, MAP BOOK 11, PAGE 69, AND ORMOND-ON-THE-BAY, COUNTY CLUB-PART 10, MAP BOOK 11, PAGE 71.
9. THE OUT PARCEL BEING LOT 13, BLOCK 217, ORMOND-ON-THE-BAY OAKWOOD PARK SECTION -- PART 4, MAP BOOK 11, PAGE 69, IS PLOTTED TO THE BEST OF OUR ABILITY. THE PLAT IS HANDWRITTEN AND VERY DIFFICULT TO READ.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RVV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⊙	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	FD "X"/CUT IN CONCRETE	GM	GAS METER	SIGN		CO	CLEAN OUT
■	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MARKER
■	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBA	REUSE BLOWOFF ASSEMBLY
Δ	PERMANENT CONTROL POINT	TV	CABLE TELEVISION BOX	UP	UTILITY POLE		WETLANDS LOCATION
⊗	S/E BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	ED	ELECTRIC SERVICE BOX	0.00'	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	GLA	GAS LINE MARKER	DP	DUCTILE IRON PIPE	LP	LIGHT POLE
MC	IRON ROD & CAP	B	CENTRAL ANGLE	PVC	POLYVINYL CHLORIDE	PP	POWER POLE
R	IRON ROD (NO CAP)	R	RADIUS	CONC	CONCRETE	GA	GUY ANCHOR
PK	IRON PIPE & CAP	L	ARC LENGTH	TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX
P	IRON PIPE (NO CAP)	CB	CHORD BEARING	RES	RESERVED	R/W	RIGHT OF WAY
CM	CONCRETE MONUMENT	CH	CHORD DISTANCE	CO	CLEANOUT	DH	DRIVEWAY
NAIL & DISK	NAIL & DISK	SAN	SANITARY	EB	ELECTRIC SERVICE	TOB	TOP OF BANK
TYP	TYPICAL	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE
MW	MONITORING WELL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF STAKE
ID	IDENTIFICATION	NAVD	NORTH AMERICAN VERTICAL DATUM	WV	WATER VALVE	FPL/E	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	REV	REVISE VALVE	FNC	FENCE
SEC	SECTION	ELEV	ELEVATION	WM	WATER METER	COW	EDGE OF WATER
TWP	TOWNSHIP	SHT	SHEET	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RGE	RANGE	C	CENTERLINE	TC	TOP COVER	A.E.	ACCESS EASEMENT

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL (OK24)

FOR COUNTY OF VOLUSIA

SCALE: 1"=200'

DIGITAL FILE: 21-0753.TXT
FIELD BOOK: 1498
PAGE(S): 13, 17, 18, 23

SHEET 3 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE					
BOUNDARY SURVEY	05-25-2021	21-0753	--	TJ	JH
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATION					
FINAL IMPROVEMENTS					
RECERTIFICATION					

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SELLER	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE		

VOLUSIA COUNTY PARK AT PLANTATION OAKS ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

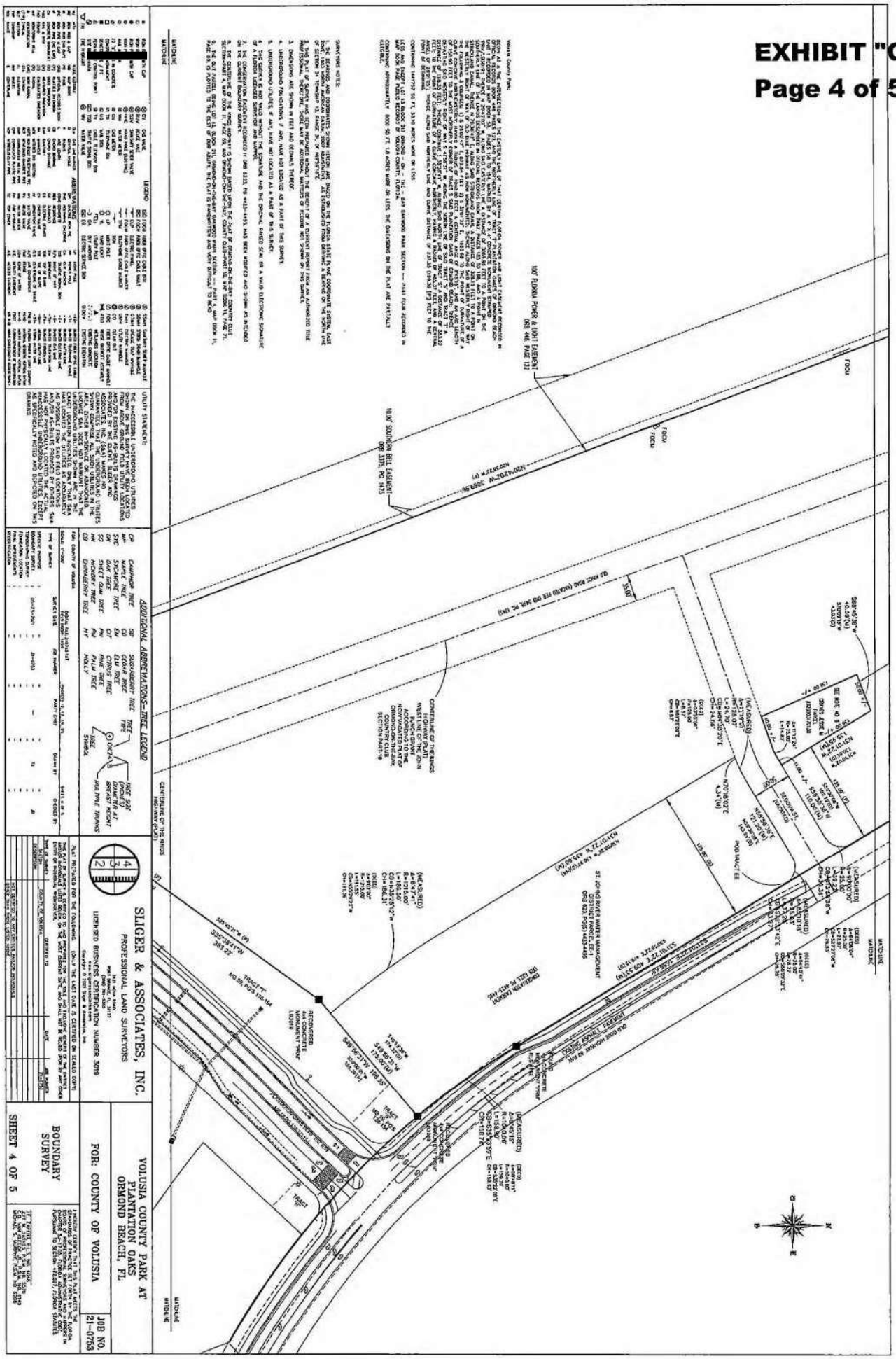
BOUNDARY SURVEY

SHEET 3 OF 5

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

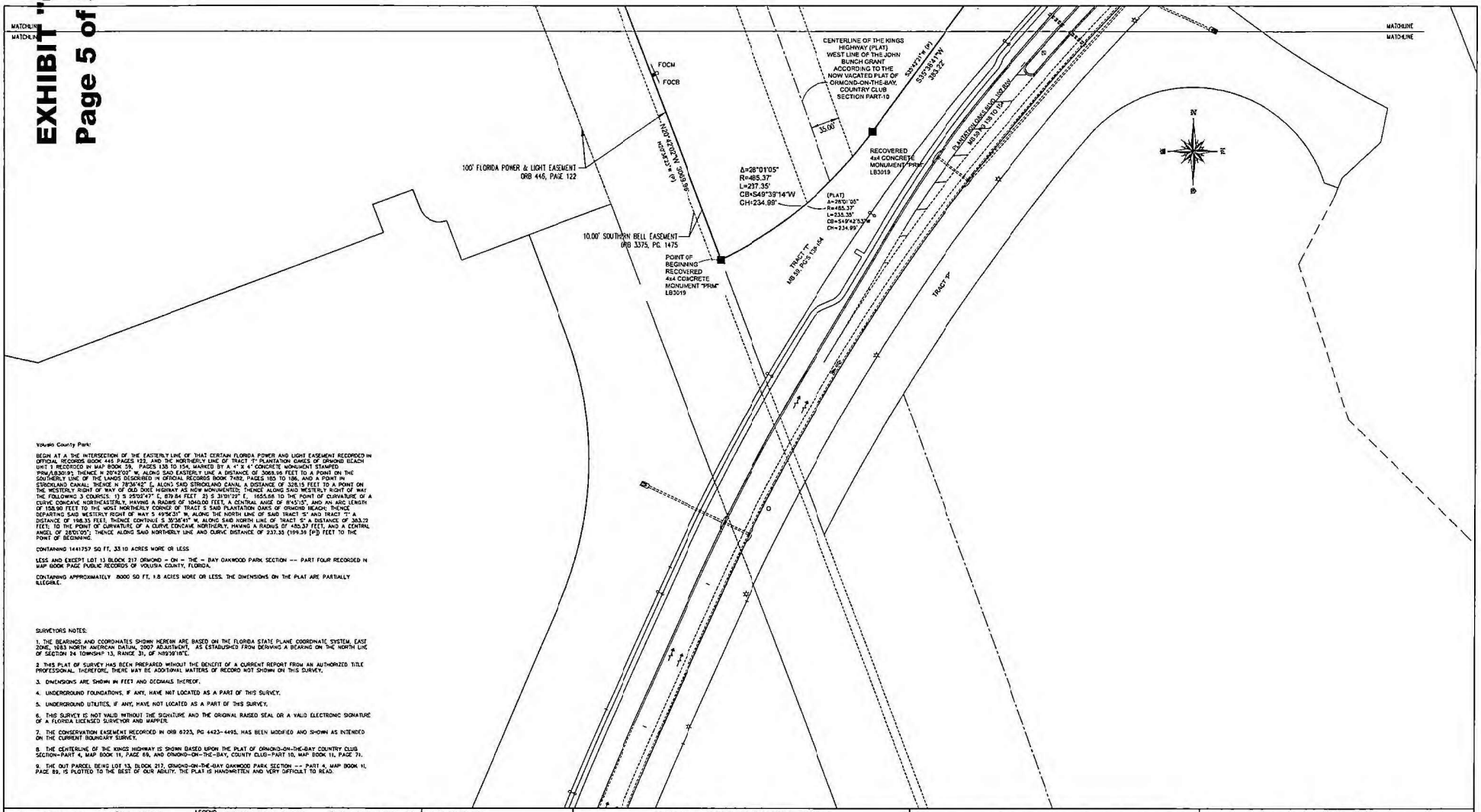
JEFFREY B. SLIGER AND ADAM C. W. SLINGER, P.S.M.'S, 5570 AND 6168 RESPECTIVELY, STATE OF FLORIDA, NO. 6249
MICHAEL S. MURPHY, P.S.M., NO. 6208

EXHIBIT "C"
Page 4 of 5



Instrument #2022140339 #30 Book:8268 Page:2927

EXHIBIT "C"
Page 5 of 5



Volusia County Park:

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CONTAINING 1441757 SQ FT, 33.10 ACRES MORE OR LESS

LESS AND EXCEPT LOT 13 BLOCK 217 ORMOND – ON – THE – BAY OAKWOOD PARK SECTION -- PART FOUR RECORDED IN MAP BOOK PAGE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
●	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⊙	NAIL & DISK	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
⊡	FD "X" CUT IN CONCRETE	GM	GAS METER		SIGN	CO	CLEAN OUT
■	CONCRETE MONUMENT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
▲	DENOTES PC / PT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
△	PERMANENT CONTROL POINT	LV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
⊕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
FH	FIRE HYDRANT	WV	WATER VALVE	EB	ELECTRIC SERVICE BOX	0.00	EXISTING ELEVATION

ABBREVIATIONS

(M)	MEAS	NLCB	NAIL CAP LINE MARKER	LP	LIGHT POLE	+/-FO-	BURIED FIBER OPTIC CABLE
#RC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	TMP	TRACTOR IRON PIPE	PP	POWER POLE	+/-T-	BURIED TELEPHONE CABLE
#RC	IRON ROD (NO CAP)	PKS	PK NAIL	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	+/-W-	BURIED WATER LINE
#PC	IRON PIPE & CAP	OPRB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	+/-E-	BURIED ELECTRIC LINE
#P	IRON PIPE (NO CAP)	PB	PLATTED BEARING	CB	CHORD BEARING	RES	RESIDENCE	P/S	POINT OF SIGHT	+/-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	PD	PLATTED DISTANCE	CD	CHORD DISTANCE	CB	CLEANOUT	TV	TELEVISION	+/-TV-	BURIED TELEVISION LINE
NAD	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOE	TOP OF BANK	+/-TR-	BURIED TRACTRAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	+/-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	M.E.S.	MITERED END SECTION	IV	IRRIGATION VALVE	CL	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	ENG ID	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FENC	FENCE	MDMS	MEAN DIURNAL HIGH WATER
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	Ø	DIAMETER	VCP	VITREOUS CLAY PIPE	TC	TOP CONCRETE	A.E.	ACCESS EASEMENT	WF, I, S	WIDE FLANGE BEAM, I BEAM, S BEAM

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS – TREE LEGEND

CP	CAMPHOR TREE	SG	SUGARBERRY TREE
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CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE – TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT – MULTIPLE TRUNKS – TREE SYMBOL (OK24.5)

FOR: COUNTY OF VOLUSIA
SCALE: 1"=200'
DIGITAL FILE: 210753.TXT
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SHEET 5 OF 5

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	–	–	–	–	–
BOUNDARY SURVEY	05-25-2021	21-0753	–	TJ	JS
TOPOGRAPHIC SURVEY	–	–	–	–	–
FOUNDATION LOCATION	–	–	–	–	–
FINAL IMPROVEMENTS	–	–	–	–	–
RECERTIFICATION	–	–	–	–	–

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VOLUSIA COUNTY PARK AT PLANTATION OAKS
ORMOND BEACH, FL

FOR: COUNTY OF VOLUSIA

JOB NO. 21-0753

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

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

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH	COUNTY OF VOLUSIA		21-0753
DESCRIPTION			
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BOUNDARY SURVEY

SHEET 5 OF 5

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

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JEFF W. BARNES, P.S.M. NO. 5576
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request
03/30/2022
Revised 04/20/2022
Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI ±2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = ±2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
   a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
   b. Phase 2: 427 age-restricted manufactured homes on leased lots.
   c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
   d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
   e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
   f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
   g. 33.10-acre Volusia County Public Park.
   h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"

Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
   a. Conservation Easement
      I. Wetland 109.45 acres
      II. Upland 48.09 acres
      III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
   a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
   b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
   c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
   d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a $500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
   I. Phase 1: 18.68 acres
   II. Phase 2: 8.16 acres
   III. Phase 3: 10.05 acres
   IV. Phase 4: 6.43 acres
   V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

a. Phases 1, 3, 4: Single family dwellings on platted lots.
b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
d. Parks and recreational areas accessory to residential uses.
e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
f. Recreation vehicle and boat storage.

12. Development standards:

a. Waterfront yard: 20 feet
b. Maximum building coverage: 60%
c. Maximum lot impervious area: 75%
d. Maximum building height: 35 feet
e. Minimum floor area:
   i. Single-family (Phase 1, 3,4) 1,400 sf
   ii. Manufactured home (Phase 2) 1,200 sf
f. Accessory structure setback:
   i. Side yard: 7.5 feet
   ii. Side yard corner no access: 15 feet
   iii. Rear yard setback: 5 feet
   iv. Front yard: 20 feet

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-071

Bradford Lakes
Final Plat

Recommended for Approval (6-0)

Ms. Shull asked Mr. Spraker if they request a Special Exception if the abutter letters would be mailed out. Mr. Spraker replied that it would start with a site plan submittal through the Site Plan Review Committee (SPRC) and then a notice would have to go out to everyone within 600' about a neighborhood meeting and post signage on it, then the Planning Board with another notice, and then ultimately to the City Commission for final action.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Galloway motioned to approve PZ-2024-070 – First United Methodist Church Land Development Code Amendment, Setbacks in the Rear and Side Yards. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

B. PZ-2024-071 – Bradford Lakes, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application submitted by Meritage Homes of Florida, Inc., is for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way (ROW).

Mr. Spraker added that the project got zoning approval through Ordinance 2022-16 as part of Plantation Oaks Planned Residential Development. A preliminary plat was reviewed and approved by the City Commission after Planning Board review in 2023. He explained that this is the last step of the process and that the project is currently under construction. Mr. Spraker continued that they will likely post a bond in order to record the plat. Staff recommends approval.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull inquired about a drainage ditch in the area. Mr. Spraker replied that there are multiple drainage areas for Plantation Oaks. All of the stormwater has been reviewed by the City and St. Johns River Water Management District (SJRWMD). Also, the RidgeHaven subdivision is taking more stormwater and putting less into the downstream flow. Mr. Spraker added that multiple projects in this area are working to discharge less water at a lower rate.

Applicant's Presentation

Ms. Genevieve LaBuda, Poulos & Bennett, 2602 E. Livingston Street, Orlando, Applicant for Meritage, stated that Mr. Spraker did a great job with the report and that she is in attendance for any questions.

Mr. du Moulin inquired into the subdivision approval process.

Mr. Spraker reiterated that subdivisions are a three-step process, beginning with the zoning and overall entitlements, and establishes what they can do and the number of lots and the landscape buffers. The preliminary plat, reviewed in 2023 and approved by the City Commission, are the detailed drawings with stormwater, school

concurrency and all subdivision details. Mr. Spraker continued that when there is a preliminary plat, the applicant is allowed to go to construction. They are under construction today. Mr. Spraker added that the applicant has two choices with the preliminary plat, they can go to construction, get it accepted and then record the plat or can go through and record the plat, post a performance bond and finish the work. The plat would be recorded and then construction would finish. Mr. Spraker concluded that the final plat is the subdivision of land, and the preliminary plat is how it is going to be constructed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-071 – Bradford Lakes, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. PZ-2024-072 – Bradford Park, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application from Meritage Homes of Florida, Inc., is for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of the Pennsylvania Avenue right-of-way (ROW), east of I-95, and west of Plantation Oaks Boulevard. He explained that they will construct Pennsylvania Avenue and a portion of Ventnor Avenue. Mr. Spraker stated that the property is unique because it is using its straight zoning of R-4 and no Planned Development was required. The project is meeting the requirements of the R-4 zoning district standards.

Mr. Spraker continued that the preliminary plat for the project was approved in 2024. He reiterated that it is a legal document that allows the subdivision of land and it is under construction.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked about the greenspace to the south. Mr. Spraker replied that there is an existing single-family home and a proposed hotel planned in the area.

Mr. du Moulin asked for information on the National Gardens. Mr. Spraker replied that in 1926 there was a plat that divided all of the land area into 25’ by 100’ or 50’ by 100’-lots, called the National Gardens. He continued that in 1986 there was a Development of Regional Impact (DRI) that took all of the area and made it into the National Gardens Development of Regional Impact, which led to Ormond Lakes, Plantation Oaks and a portion of Halifax Plantation. The original plat area explained as the divided land area into the small lots was redeveloped into subdivisions such as Bradford Lakes, Bradford Park, RidgeHaven, and Plantation Oaks.

Mr. Galloway added that the National Gardens was previously known as the master gardens in the late 1800s and early 1900s where there was a bulb plant company over hundreds of acres. The land was sold to the Florida East Coast Railroad. There were hundreds and possibly thousands of 20’-lots that were sold in the great real estate boom before the depression with quick claim deeds on properties purchased by

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-27
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD LAKES" SUBDIVISION, SHOWN WITHIN PHASE 4 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 application submitted from Meritage Homes of Florida, Inc., for a final plat for the Bradford Lakes subdivision (a portion of Phase 4 of the Plantation Oaks Planned Residential Development), which consists of 80 single-family lots on 53.12 acres. The Bradford Lakes subdivision is located on the west side of Plantation Oaks Boulevard, north of the unopened Pennsylvania Avenue right-of-way.

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 Ordinance is for the subdivision of land for a residential subdivision.

   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 Ordinance is for the subdivision of land for a residential subdivision. 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. This Ordinance is for the subdivision of land for a residential subdivision. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This Ordinance is for the subdivision of land for a residential subdivision.

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

September 18, 2024 - City Commission

Number: 9.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-28
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Bradford Park, Final Plat		
Summary:	This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. The subdivision improvements are under construction. The final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. Final plats are reviewed by the Site Plan Review Committee, the City Attorney's Office, and a City Surveyor. The final plat is consistent with the approved preliminary plat and the R-4 zoning district. The Planning Board reviewed the proposed final plat on August 8, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the proposed final plat.		
Financial Impact:	The proposed final plat has no direct financial impact, and the project developer is required to install all subdivision improvements.		
Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the R-4 zoning district and Preliminary Plat. No citizen impact is anticipated as a result.		
Recommended Action (Staff,	The Planning Board recommends **APPROVAL** of the proposed final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-28 Bradford Park- Final Plat (P24-0166G) 2. Exhibit A Bradford Park, Version 2 3. 08.08.2024, Bradford Park, Final Plat PB Staff Report (8.5X11) 4. 08.08.2024, Planning Board minutes, Bradford Park Final Plat 5. Ordinance BIE, Bradford Park Final Plat
Approval:	Kelly McGuire, Finance Director 8/23/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

ORDINANCE NO. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the land area for the final plat for the subdivision known as "Bradford Park" is zoned as R-4, Single-Family Cluster and Townhouse, and townhouses are a permitted use within the zoning district, and

WHEREAS, on February 20, 2024, the City Commission approved Resolution 2024-28 authorizing a preliminary plat for a 180-lot townhouse subdivision for "Bradford Park", and

WHEREAS, on March 4, 2024, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the landscaping improvements, stormwater retention areas, lot elevations, buffer walls and utilities, and

WHEREAS, on May 8, 2024, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the final plat for the "Bradford Park" subdivision has been reviewed by the City staff, the City Surveyor, the Planning Board and the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, the City Surveyor, the Planning Board, and the Site Plan Review Committee, now therefor,

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

SECTION ONE. The City Commission hereby approves the final plat for the "Bradford Park" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either by completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes*, shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section 1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being April 2, 2026.

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

PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:___ PAGE:___

BRADFORD PARK DESCRIPTION:

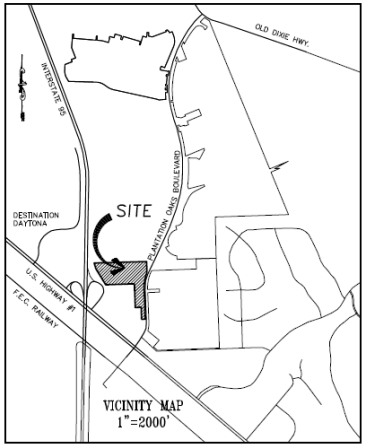
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

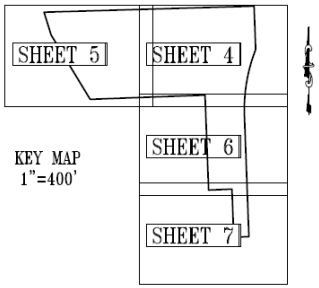
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250–253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46"E, A DISTANCE OF 350.09 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES





INDEX:

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SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, HAMMOND STREET AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____

WITNESS _____

BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

WITNESS _____

WITNESS _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS ____DAY OF _____, 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____
STATE OF FLORIDA AT LARGE _____
TITLE / RANK: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

SEAL

J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL

_____ DATE: _____, 2024.
CITY REDISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD HOMEOWNERS ASSOCIATION, INC. BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC. RECORDED IN O.R.B. _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. ALL UTILITY, ACCESS, AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION AREAS.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO BUILDINGS OR VERTICAL STRUCTURES, INCLUDING ANY FENCES, ARE PERMITTED WITHIN THE LANDSCAPE EASEMENT LOCATED AT THE REAR OF LOTS 63–82. THE FOREGOING SENTENCE SHALL NOT PROHIBIT ANY TREES, SHRUBS, OR OTHER PLANTINGS, OR ANY RELATED IRRIGATION OR LIGHTING IMPROVEMENTS.

16. THE LANDSCAPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
(1)	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

▣ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

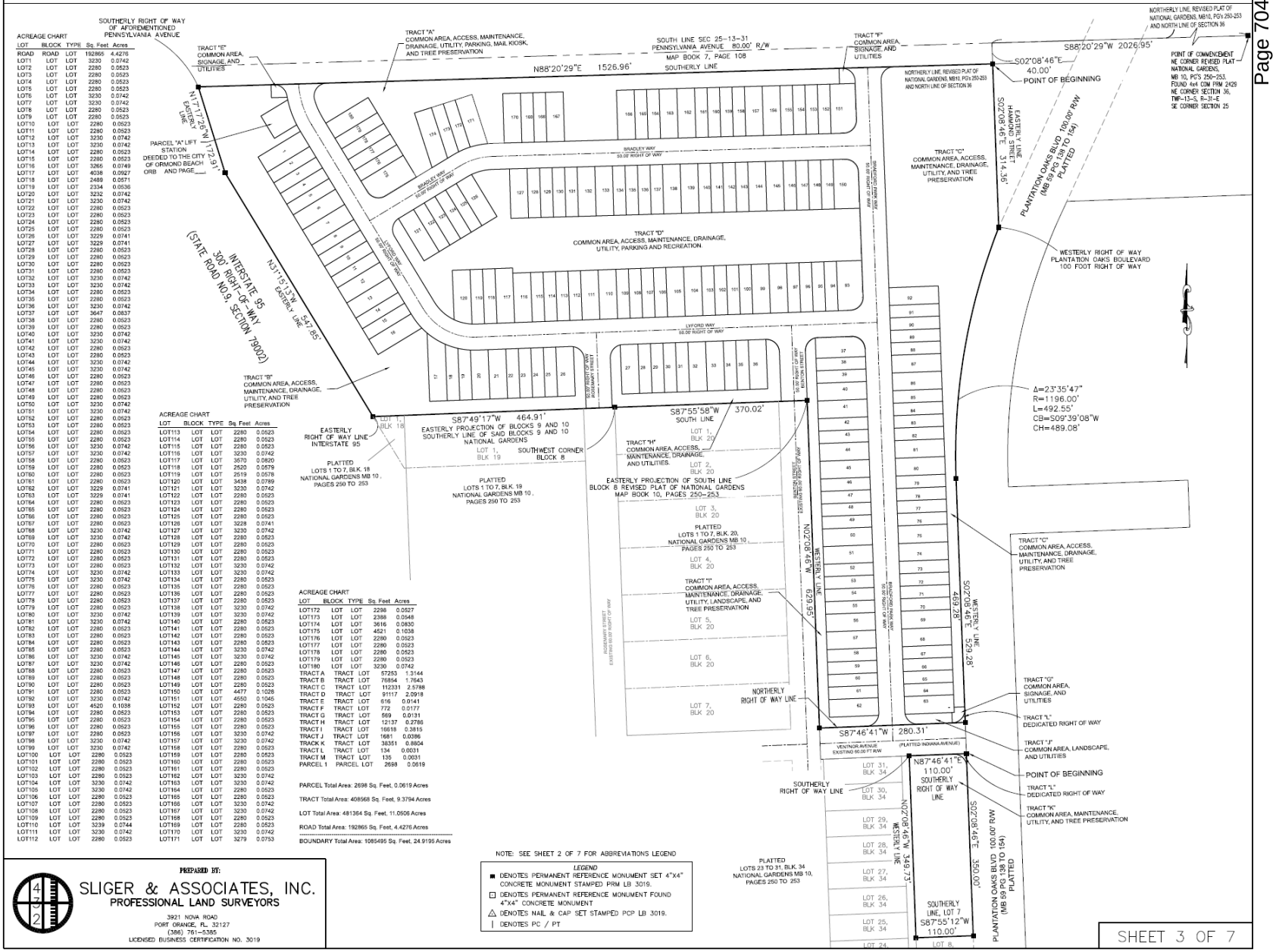
PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	LOT	192865	4.4276
LOT1	LOT	LOT	3230	0.0742
LOT2	LOT	LOT	2280	0.0523
LOT3	LOT	LOT	2280	0.0523
LOT4	LOT	LOT	2280	0.0523
LOT5	LOT	LOT	2280	0.0523
LOT6	LOT	LOT	3230	0.0742
LOT7	LOT	LOT	3230	0.0742
LOT8	LOT	LOT	2280	0.0523
LOT9	LOT	LOT	2280	0.0523
LOT10	LOT	LOT	2280	0.0523
LOT11	LOT	LOT	2280	0.0523
LOT12	LOT	LOT	3230	0.0742
LOT13	LOT	LOT	3230	0.0742
LOT14	LOT	LOT	2280	0.0523
LOT15	LOT	LOT	2280	0.0523
LOT16	LOT	LOT	3265	0.0749
LOT17	LOT	LOT	4038	0.0927
LOT18	LOT	LOT	2488	0.0571
LOT19	LOT	LOT	2334	0.0536
LOT20	LOT	LOT	3232	0.0742
LOT21	LOT	LOT	3230	0.0742
LOT22	LOT	LOT	2280	0.0523
LOT23	LOT	LOT	2280	0.0523
LOT24	LOT	LOT	2280	0.0523
LOT25	LOT	LOT	2280	0.0523
LOT26	LOT	LOT	3229	0.0741
LOT27	LOT	LOT	3229	0.0741
LOT28	LOT	LOT	2280	0.0523
LOT29	LOT	LOT	2280	0.0523
LOT30	LOT	LOT	2280	0.0523
LOT31	LOT	LOT	2280	0.0523
LOT32	LOT	LOT	3230	0.0742
LOT33	LOT	LOT	3230	0.0742
LOT34	LOT	LOT	2280	0.0523
LOT35	LOT	LOT	2280	0.0523
LOT36	LOT	LOT	3230	0.0742
LOT37	LOT	LOT	3647	0.0837
LOT38	LOT	LOT	2280	0.0523
LOT39	LOT	LOT	2280	0.0523
LOT40	LOT	LOT	3230	0.0742
LOT41	LOT	LOT	3230	0.0742
LOT42	LOT	LOT	2280	0.0523
LOT43	LOT	LOT	2280	0.0523
LOT44	LOT	LOT	3230	0.0742
LOT45	LOT	LOT	3230	0.0742
LOT46	LOT	LOT	2280	0.0523
LOT47	LOT	LOT	2280	0.0523
LOT48	LOT	LOT	2280	0.0523
LOT49	LOT	LOT	2280	0.0523
LOT50	LOT	LOT	3230	0.0742
LOT51	LOT	LOT	3230	0.0742
LOT52	LOT	LOT	2280	0.0523
LOT53	LOT	LOT	2280	0.0523
LOT54	LOT	LOT	2280	0.0523
LOT55	LOT	LOT	2280	0.0523
LOT56	LOT	LOT	3230	0.0742
LOT57	LOT	LOT	3230	0.0742
LOT58	LOT	LOT	2280	0.0523
LOT59	LOT	LOT	2280	0.0523
LOT60	LOT	LOT	2280	0.0523
LOT61	LOT	LOT	2280	0.0523
LOT62	LOT	LOT	3229	0.0741
LOT63	LOT	LOT	3229	0.0741
LOT64	LOT	LOT	2280	0.0523
LOT65	LOT	LOT	2280	0.0523
LOT66	LOT	LOT	2280	0.0523
LOT67	LOT	LOT	2280	0.0523
LOT68	LOT	LOT	3230	0.0742
LOT69	LOT	LOT	3230	0.0742
LOT70	LOT	LOT	2280	0.0523
LOT71	LOT	LOT	2280	0.0523
LOT72	LOT	LOT	2280	0.0523
LOT73	LOT	LOT	2280	0.0523
LOT74	LOT	LOT	3230	0.0742
LOT75	LOT	LOT	3230	0.0742
LOT76	LOT	LOT	2280	0.0523
LOT77	LOT	LOT	2280	0.0523
LOT78	LOT	LOT	2280	0.0523
LOT79	LOT	LOT	2280	0.0523
LOT80	LOT	LOT	3230	0.0742
LOT81	LOT	LOT	3230	0.0742
LOT82	LOT	LOT	2280	0.0523
LOT83	LOT	LOT	2280	0.0523
LOT84	LOT	LOT	2280	0.0523
LOT85	LOT	LOT	2280	0.0523
LOT86	LOT	LOT	3230	0.0742
LOT87	LOT	LOT	3230	0.0742
LOT88	LOT	LOT	2280	0.0523
LOT89	LOT	LOT	2280	0.0523
LOT90	LOT	LOT	2280	0.0523
LOT91	LOT	LOT	2280	0.0523
LOT92	LOT	LOT	3230	0.0742
LOT93	LOT	LOT	4520	0.1038
LOT94	LOT	LOT	2280	0.0523
LOT95	LOT	LOT	2280	0.0523
LOT96	LOT	LOT	2280	0.0523
LOT97	LOT	LOT	2280	0.0523
LOT98	LOT	LOT	3230	0.0742
LOT99	LOT	LOT	3230	0.0742
LOT100	LOT	LOT	2280	0.0523
LOT101	LOT	LOT	2280	0.0523
LOT102	LOT	LOT	2280	0.0523
LOT103	LOT	LOT	2280	0.0523
LOT104	LOT	LOT	3230	0.0742
LOT105	LOT	LOT	3230	0.0742
LOT106	LOT	LOT	2280	0.0523
LOT107	LOT	LOT	2280	0.0523
LOT108	LOT	LOT	2280	0.0523
LOT109	LOT	LOT	2280	0.0523
LOT110	LOT	LOT	3239	0.0744
LOT111	LOT	LOT	3230	0.0742
LOT112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT113	LOT	LOT	2280	0.0523
LOT114	LOT	LOT	2280	0.0523
LOT115	LOT	LOT	2280	0.0523
LOT116	LOT	LOT	3230	0.0742
LOT117	LOT	LOT	3570	0.0820
LOT118	LOT	LOT	2520	0.0579
LOT119	LOT	LOT	2519	0.0578
LOT120	LOT	LOT	3438	0.0789
LOT121	LOT	LOT	3230	0.0742
LOT122	LOT	LOT	2280	0.0523
LOT123	LOT	LOT	2280	0.0523
LOT124	LOT	LOT	2280	0.0523
LOT125	LOT	LOT	2280	0.0523
LOT126	LOT	LOT	3228	0.0741
LOT127	LOT	LOT	3230	0.0742
LOT128	LOT	LOT	2280	0.0523
LOT129	LOT	LOT	2280	0.0523
LOT130	LOT	LOT	2280	0.0523
LOT131	LOT	LOT	2280	0.0523
LOT132	LOT	LOT	3230	0.0742
LOT133	LOT	LOT	3230	0.0742
LOT134	LOT	LOT	2280	0.0523
LOT135	LOT	LOT	2280	0.0523
LOT136	LOT	LOT	2280	0.0523
LOT137	LOT	LOT	2280	0.0523
LOT138	LOT	LOT	3230	0.0742
LOT139	LOT	LOT	3230	0.0742
LOT140	LOT	LOT	2280	0.0523
LOT141	LOT	LOT	2280	0.0523
LOT142	LOT	LOT	2280	0.0523
LOT143	LOT	LOT	2280	0.0523
LOT144	LOT	LOT	3230	0.0742
LOT145	LOT	LOT	3230	0.0742
LOT146	LOT	LOT	2280	0.0523
LOT147	LOT	LOT	2280	0.0523
LOT148	LOT	LOT	2280	0.0523
LOT149	LOT	LOT	2280	0.0523
LOT150	LOT	LOT	4477	0.1028
LOT151	LOT	LOT	4550	0.1045
LOT152	LOT	LOT	2280	0.0523
LOT153	LOT	LOT	2280	0.0523
LOT154	LOT	LOT	2280	0.0523
LOT155	LOT	LOT	2280	0.0523
LOT156	LOT	LOT	2280	0.0523
LOT157	LOT	LOT	3230	0.0742
LOT158	LOT	LOT	3230	0.0742
LOT159	LOT	LOT	2280	0.0523
LOT160	LOT	LOT	2280	0.0523
LOT161	LOT	LOT	2280	0.0523
LOT162	LOT	LOT	3230	0.0742
LOT163	LOT	LOT	3230	0.0742
LOT164	LOT	LOT	2280	0.0523
LOT165	LOT	LOT	2280	0.0523
LOT166	LOT	LOT	3230	0.0742
LOT167	LOT	LOT	3230	0.0742
LOT168	LOT	LOT	2280	0.0523
LOT169	LOT	LOT	2280	0.0523
LOT170	LOT	LOT	3230	0.0742
LOT171	LOT	LOT	3279	0.0753

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT172	LOT	LOT	2298	0.0527
LOT173	LOT	LOT	2388	0.0548
LOT174	LOT	LOT	3616	0.0830
LOT175	LOT	LOT	4521	0.1038
LOT176	LOT	LOT	2280	0.0523
LOT177	LOT	LOT	2280	0.0523
LOT178	LOT	LOT	2280	0.0523
LOT179	LOT	LOT	2280	0.0523
LOT180	LOT	LOT	3230	0.0742
TRACT A	TRACT	LOT	57253	1.3144
TRACT B	TRACT	LOT	76854	1.7643
TRACT C	TRACT	LOT	112331	2.5788
TRACT D	TRACT	LOT	91117	2.0918
TRACT E	TRACT	LOT	616	0.0141
TRACT F	TRACT	LOT	772	0.0177
TRACT G	TRACT	LOT	569	0.0131
TRACT H	TRACT	LOT	12137	0.2786
TRACT I	TRACT	LOT	16618	0.3815
TRACT J	TRACT	LOT	1681	0.0386
TRACK K	TRACT	LOT	36351	0.8804
TRACT L	TRACT	LOT	134	0.0031
TRACT M	TRACT	LOT	135	0.0031
PARCEL 1	PARCEL	LOT	2698	0.0619

PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres

TRACT Total Area: 408568 Sq. Feet, 9.3794 Acres

LOT Total Area: 481364 Sq. Feet, 11.0506 Acres

ROAD Total Area: 192865 Sq. Feet, 4.4276 Acres

BOUNDARY Total Area: 1085495 Sq. Feet, 24.9195 Acres

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND

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△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
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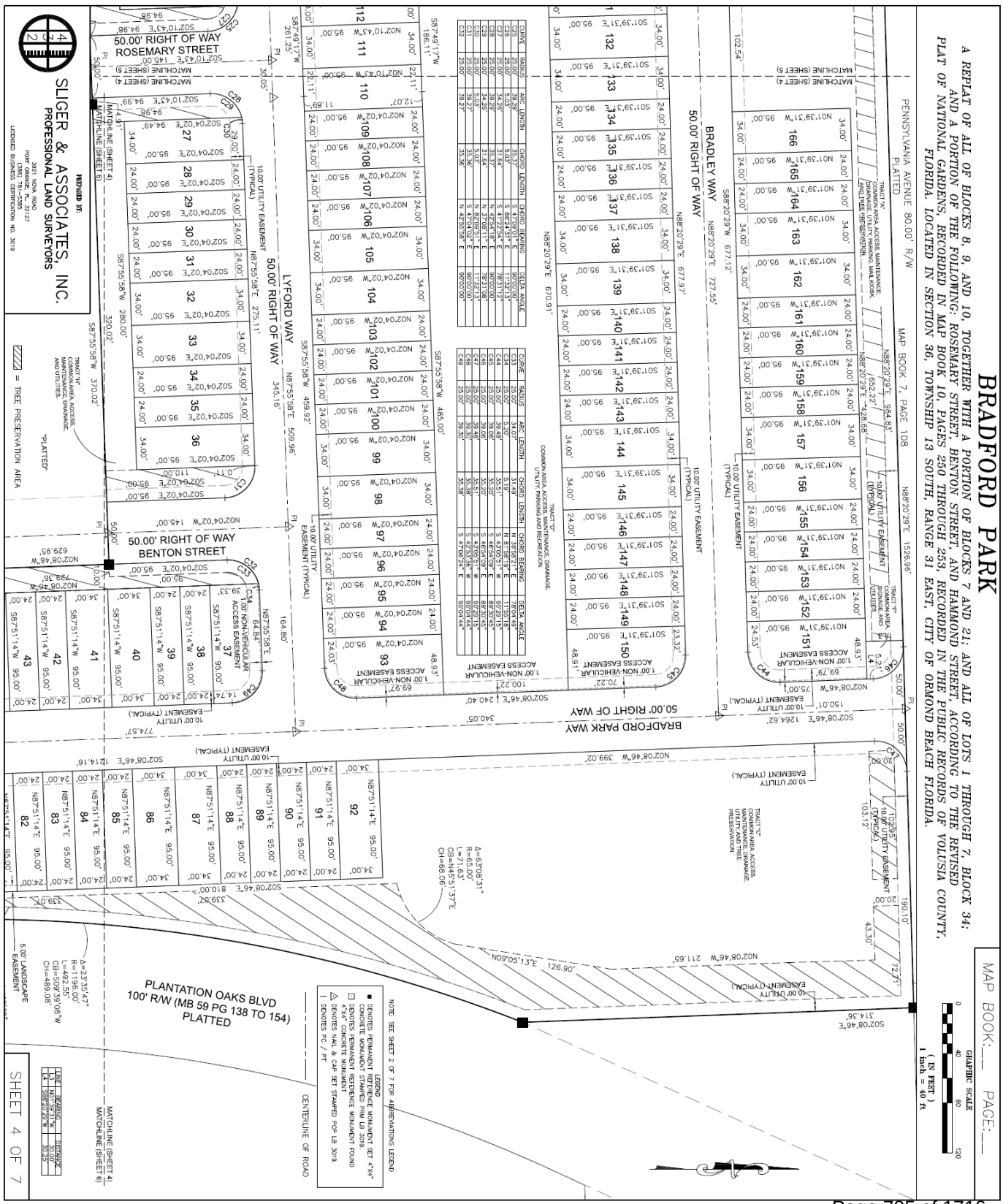
(IN FEET)
1 inch = 40 ft



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| DENOTES PC / PT
——— CENTERLINE OF ROAD

LINE	BEARING	DISTANCE
L1	N00°39'31"W	24.00'
L2	S88°20'29"W	30.30'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	35.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	2.58'	2.58'	S 01°28'45" W	01°07'52"
C3	200.00'	3.68'	3.68'	N 01°28'45" E	01°07'52"
C4	200.00'	51.16'	51.02'	N 13°48'07" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 23°51'27" W	04°07'32"
C6	200.00'	64.29'	63.97'	N 32°26'14" E	18°24'59"
C7	200.00'	77.48'	76.99'	N 50°38'38" E	22°11'53"
C8	150.00'	37.99'	37.89'	N 23°59'31" W	14°30'45"
C9	25.00'	45.85'	39.69'	N 35°46'00" E	105°04'57"
C10	25.00'	39.27'	35.36'	N 54°14'47" E	90°00'00"
C11	25.00'	0.81'	0.81'	N 37°48'46" E	01°52'02"
C12	25.00'	0.81'	0.81'	N 37°48'46" E	01°52'02"
C13	130.00'	30.89'	30.81'	N 33°31'02" W	13°36'37"
C14	130.00'	43.34'	43.13'	N 52°57'23" W	19°05'43"
C15	130.00'	43.34'	43.13'	N 72°02'51" W	19°05'43"
C16	130.00'	25.81'	25.58'	N 71°37'56" W	19°33'25"
C17	130.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	130.00'	14.80'	14.80'	S 81°42'58" E	06°31'40"
C19	150.00'	14.80'	14.80'	S 81°42'58" E	05°39'01"
C20	114.00'	121.22'	115.58'	S 61°42'58" E	60°55'30"
C21	89.00'	94.64'	90.24'	S 61°42'58" E	60°55'30"
C22	89.00'	36.93'	36.66'	N 82°18'00" W	23°46'31"
C23	89.00'	57.71'	56.70'	N 46°18'00" W	37°08'00"
C24	6.87'	6.87'	6.87'	N 89°56'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	3.56'	3.56'	S 41°27'54" E	08°09'13"
C27	25.00'	34.56'	31.84'	S 81°23'25" E	79°11'37"
C28	150.00'	24.04'	24.01'	N 70°22'23" E	09°10'54"
C29	150.00'	34.56'	34.48'	N 81°33'35" E	13°11'31"
C30	150.00'	77.48'	76.62'	S 68°13'38" E	29°35'42"
C31	150.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C32	150.00'	64.57'	63.86'	N 43°14'58" E	29°35'42"
C33	100.00'	41.53'	41.23'	N 73°32'38" E	23°48'00"
C34	100.00'	41.53'	41.23'	N 49°44'38" E	23°48'00"
C35	150.00'	11.45'	11.45'	S 60°56'00" W	04°22'26"

= TREE PRESERVATION AREA

SHEET 5 OF 7

EXHIBIT "A"
Page 6 of 7

BRADFORD PARK

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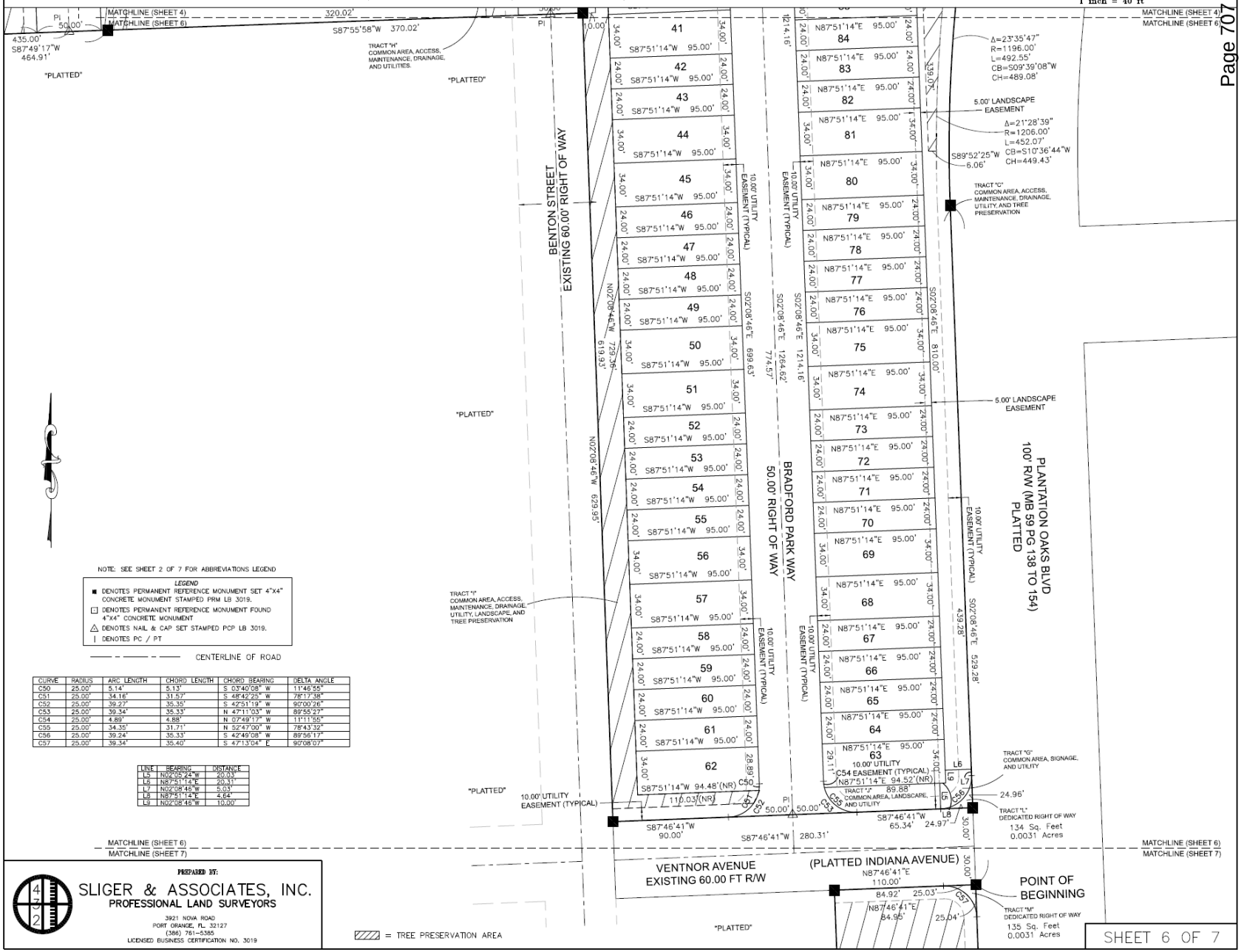

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- | DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.14'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'38"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'56"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'17"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

LINE	BEARING	DISTANCE
L5	N02°05'24"W	20.03'
L6	N87°51'14"E	20.33'
L7	N02°08'46"W	5.03'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

PREPARED BY:
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EXHIBIT "A"
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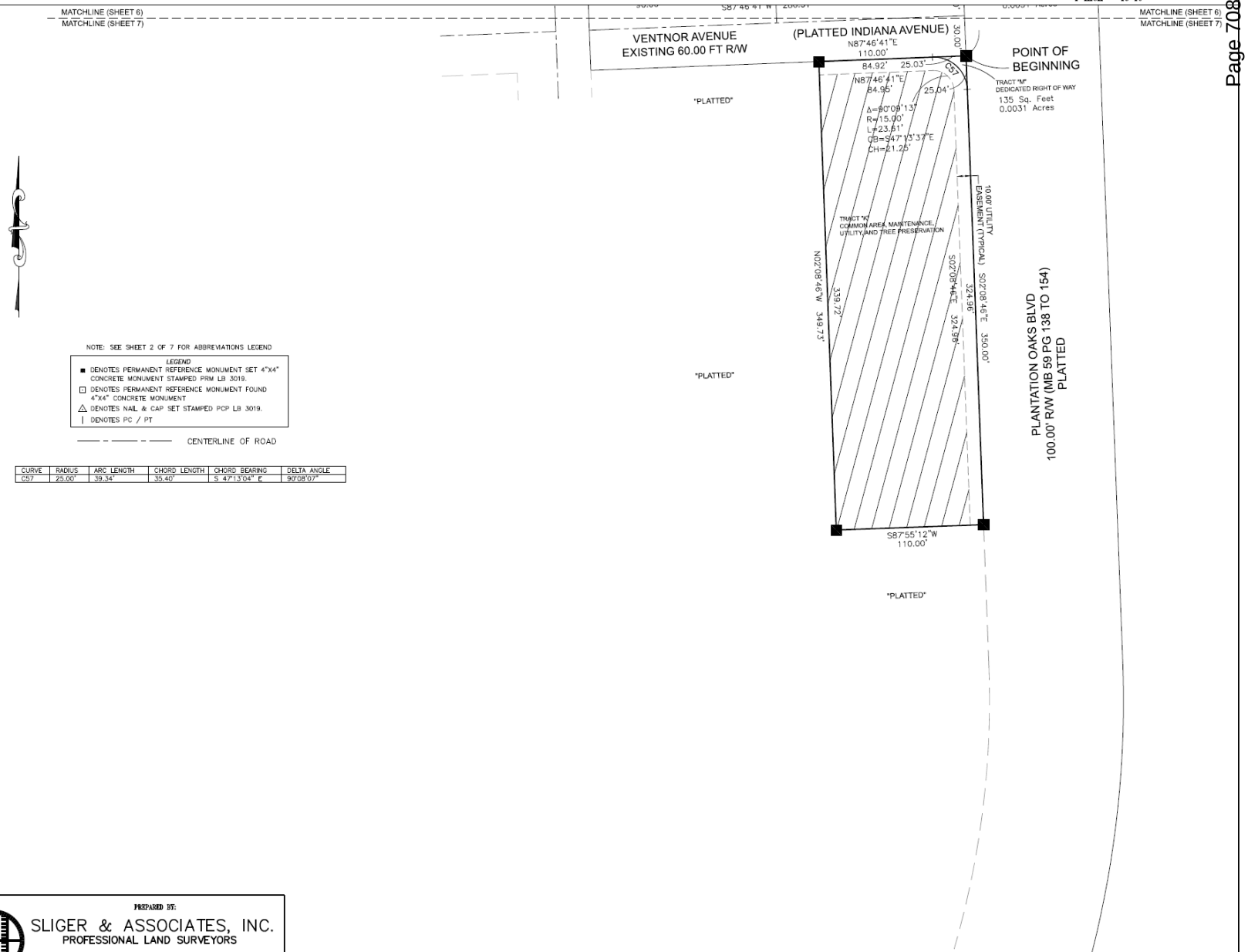

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—— – —— – —— CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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▨ = TREE PRESERVATION AREA

SHEET 7 OF 7

PLANNING BOARD STAFF REPORT

Bradford Park Final Plat

Project Number: PZ 24-00000072

PLANNING BOARD DATE:	August 8, 2024
TENTATIVE CITY COMMISSION DATE:	September 18, 2024 (first reading) and October 2, 2024 (second reading)
APPLICANT:	Meritage Homes of Florida, Inc.
LOCATION:	Bradford Park is located south of the Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. The subdivision includes Volusia County Parcel Identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A
REQUEST:	Final plat approval for 180 townhomes on 24.92 acres.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard. The subdivision includes Volusia County Parcel Identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A.

SECTION 2, BACKGROUND:

The land area for the Bradford Park subdivision was combined over time and is outside the Plantation Oaks Planned Residential Development. The applicant is also developing Bradford Lakes, Phase 4 of the Plantation Oaks subdivision consisting of 80 single-family houses. Bradford Lakes and Bradford Park will share some common infrastructure, such as the sewer lift station, the proposed Pennsylvania Avenue roadway to be constructed, and park amenities.

Past city actions have included:

EXHIBIT 1: Past Ormond Beach zoning actions

Action	Ordinance	Date
Land Use (13.13 acres from "Low Intensity Commercial" to "Medium Density Residential")	Ordinance 2023-07	January 24, 2023
Zoning (13.13 acres from B-7 (Highway Tourist Commercial) to R-4, Single-Family Cluster and Townhouse)	Ordinance 2023-13	February 21, 2023
Annexation	Ordinance 2023-44	August 15, 2023
Benton Street, ROW vacation	Ordinance 2023-51	November 7, 2023
Hammond Street, ROW vacation	Ordinance 2023-52	November 7, 2023
Rosemary Street, ROW vacation	Ordinance 2023-53	November 7, 2023

The preliminary plat for the Bradford Park subdivision was reviewed by the Planning Board on January 11, 2024, and approved by the City Commission on February 20, 2024, with resolution 2024-28. The subdivision obtained a site engineering permit to construct subdivision improvements on May 8, 2024.

SECTION 3, ANALYSIS:

The site is designated “Medium Density Residential” (MDR) on the city’s Future Land Use Map and is zoned R-4, Single-Family Cluster and Townhouse. The following table shows the surrounding land uses and zoning:

EXHIBIT 2: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks, Bradford Lakes and vacant lot	“Low Density Residential”	PRD, Planned Residential Development & R-3, Single-Family Medium Density
South	Vacant land	“Low Intensity Commercial”	B-7, Highway Tourist Commercial
East	RidgeHaven (across Plantation Oaks Boulevard)	“Low Density Residential”	PRD, Planned Residential Development
West	I-95	N/A	N/A

Key aspects of the Bradford Park subdivision include:

1. 180 townhouse units are proposed on 24.92 acres.
2. The proposed density is 7.22 units per acre.
3. Subdivision abuts Interstate 95.
4. The project has been designed to the conditional use criteria within Section 2-57 of the Land Development Code for townhouse development. These criteria contains specific dimension standards, setbacks, and design standards.
5. The project has an approved St. Johns River Water Management District (SJRWMD) permit. Section 3-21(a)(3)(a) of the Land Development Code states, “The SJRWMD or DEP permit approving wetland boundaries, impacts, and required mitigation shall be acceptable to the city to meet the wetland requirements of this section.”
6. A Traffic Impact Analysis was performed with the preliminary plat. A third-party independent traffic engineer employed by the city has reviewed and accepted the traffic study.
7. The project will construct Pennsylvania Avenue, providing access to Bradford Park and Bradford Lakes.
8. The project will construct a portion of Ventnor Avenue to access Bradford Park. Ventnor Avenue has been designed to avoid an existing 45-inch oak tree.
9. The project complies with the required natural preservation and includes natural areas abutting Interstate 95 and the land area south of Ventnor Avenue.
10. A public lift station, serving both Bradford Park and Bradford Lakes, is proposed in the project area.

11. The project has two parking areas and a dog-walking area and will share recreation amenities with the Bradford Lakes development.

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineer designs, engineered drawings in terms of the stormwater design, utilities, lot-grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. There are two (2) options for development once a preliminary plat has been approved:

   Option 1 - Proceed with the application for construction to complete the required subdivision improvements before recording the final plat (Land Development Code, Section 4-18(8)(a)). When the required subdivision improvements are complete, the applicant will submit the final plat and the subdivision documents to the Site Plan Review Committee. The final plat would be reviewed and acted upon by the City Commission and recorded. There are no Land Development Code requirements for final plats to be reviewed by the Planning Board. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board.

   Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (Land Development Code, Section 4-18(8)(b)). With this option, the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement to construct the required improvements in the form acceptable to the City Attorney's office. Under the current Land Development Code regulations, the final plat would be recorded after action by the City Commission. There is an active Land Development Code amendment that would require final plats to include a review by the Planning Board. After recordation, the applicant would then construct the improvements.

2. Final Plat: The final plat is a legal document reviewed by the Site Plan Review Committee, an independent City Surveyor, and the City's Legal Department to ensure compliance with State Statutes. Under the current Land Development Code regulations, the City Commission would act on the final plat. There are currently no requirements for final plats to be reviewed by the Planning Board, but there is an active Land Development Code amendment that would require a review by the Planning Board.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 3, has been prepared by a Florida-licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The project did not seek a planned development and developed under the zoning designation of R-4, Single-Family Cluster, and Townhouse zoning district (see ATTACHMENT 4). The proposed final plat is consistent with the R-4, Single-Family Cluster, and Townhouse zoning district.

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved by 2024-28, and the resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida-licensed surveyor employed by the city to review it as the city surveyor. The city surveyor is employed to review and accept that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, and Homeowners' Association documents, shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee, licensed surveyor acting as the City Surveyor, and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

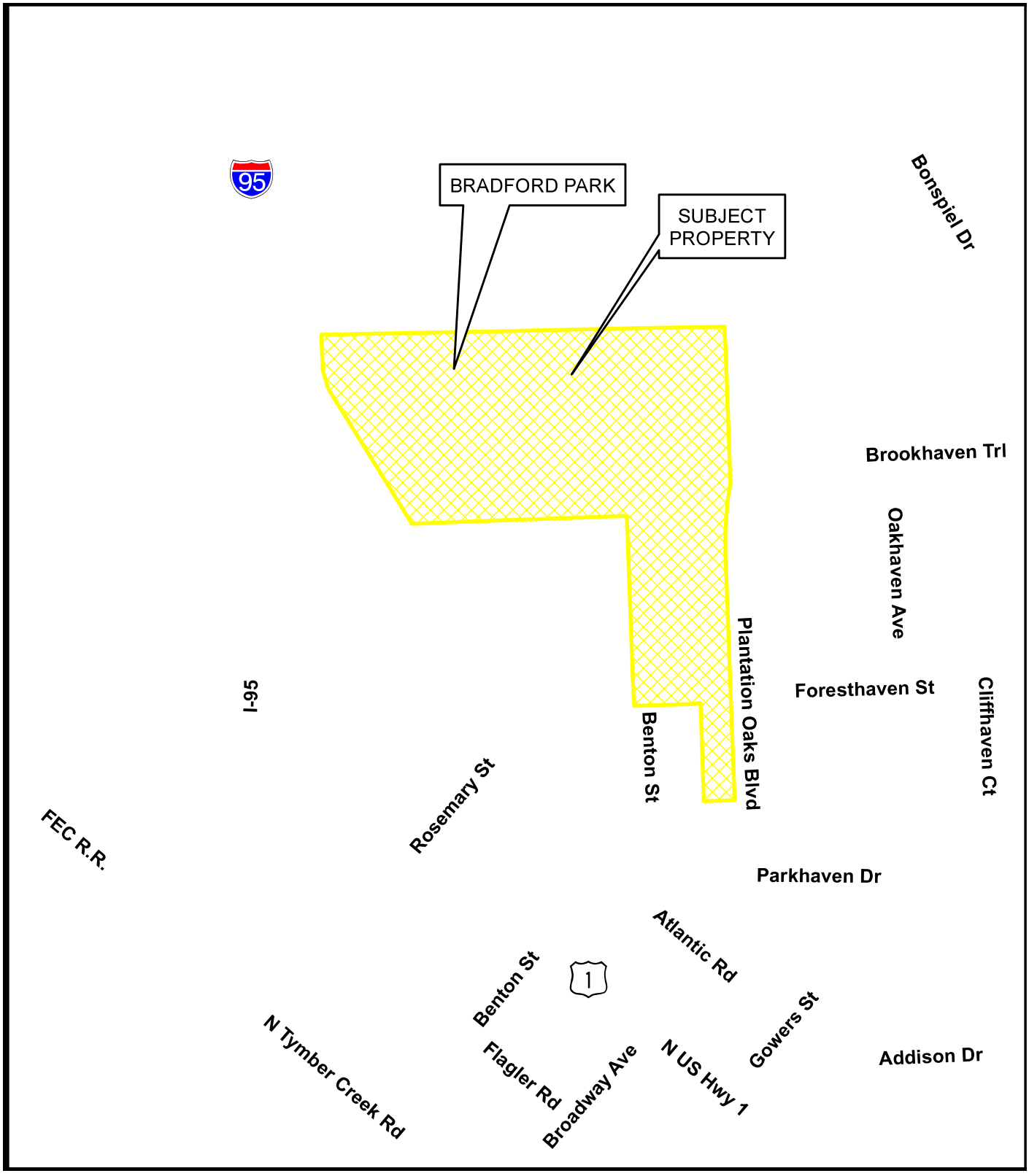
It is recommended that the Planning Board **APPROVE** the final plat for Bradford Park, which consists of 180 townhouse lots on 24.92 acres. The final plat is consistent with the R-4, Single-Family Cluster, and Townhouse zoning district.

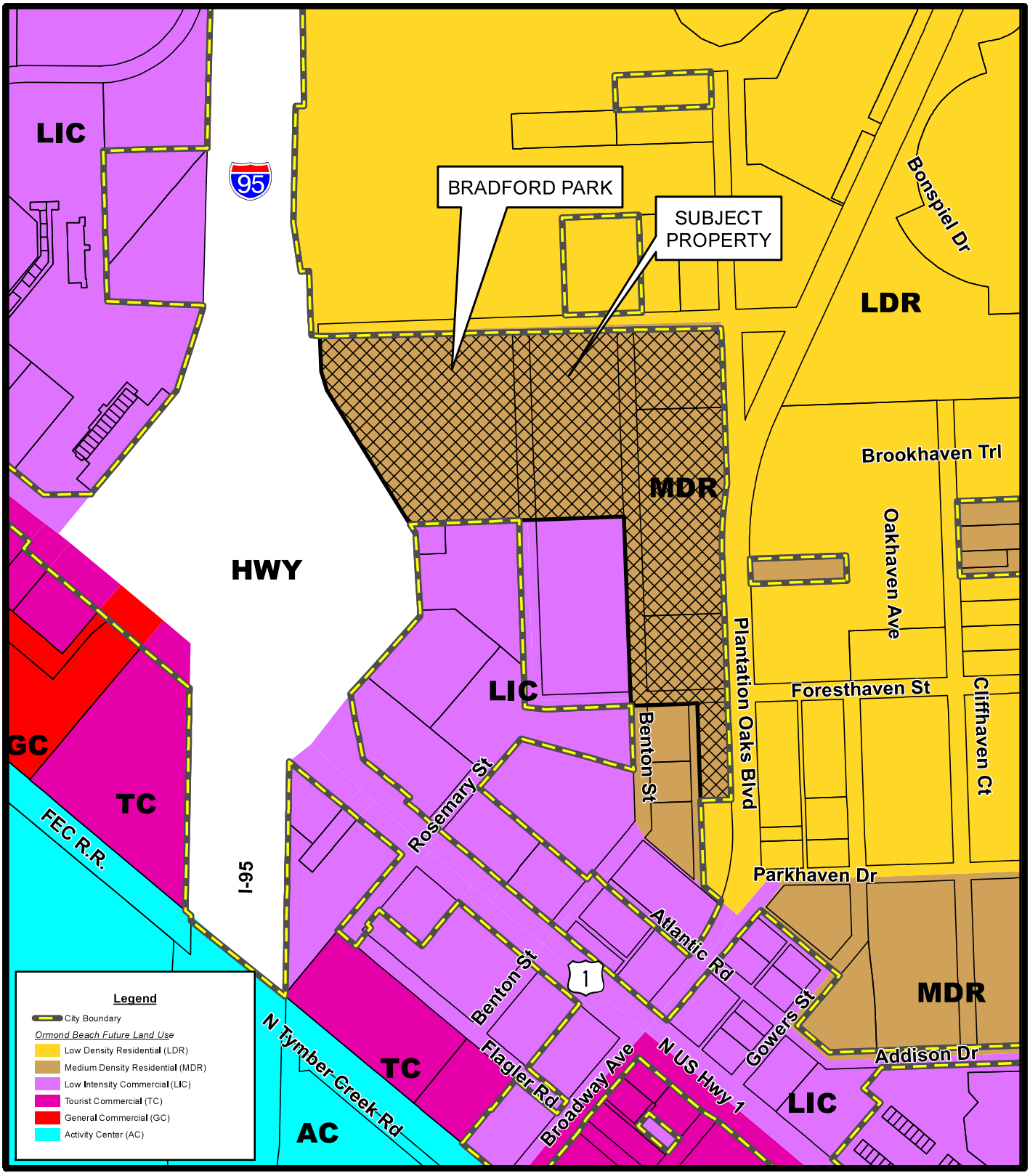
Attachments:

Attachment 1: Project maps
Attachment 2: Preliminary plat, Resolution 2024-28
Attachment 3: Final plat
Attachment 4: R-4, Single-Family Cluster and Townhouse zoning district

ATTACHMENT 1

Project Maps


95
BRADFORD PARK
SUBJECT PROPERTY
Bonspiel Dr
Brookhaven Trl
Oakhaven Ave
Plantation Oaks Blvd
Foresthaven St
Cliffhaven Ct
I-95
Benton St
Rosemary St
FEC R.R.
Parkhaven Dr
Atlantic Rd
Benton St
1
Gowers St
N Tymber Creek Rd
Flagler Rd
Broadway Ave
N US Hwy 1
Addison Dr



FUTURE LAND USE MAP
BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023

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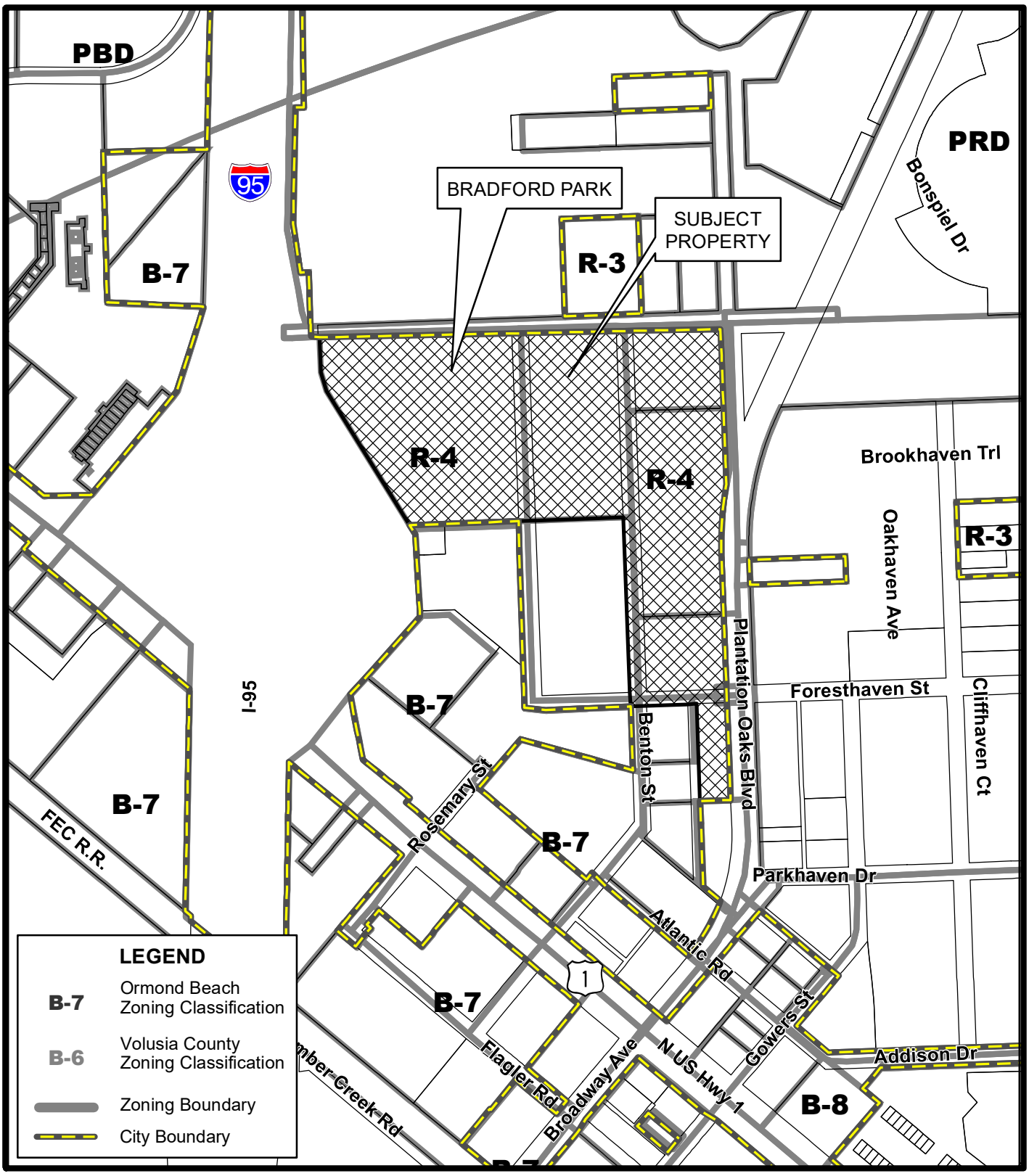

ZONING MAP
BRADFORD PARK

Prepared By: The City of Ormond Beach
G.I.S. Department - June 27, 2023

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N.T.S.

ATTACHMENT 2

Preliminary Plat, Resolution 2024-28

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "BRADFORD PARK" TOWNHOUSE SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ridge Land Holdings, LLC, A Florida Limited Liability Company, and RCM Properties, L.L.C., A Florida Limited Liability Company, are the owners (the "Property Owners") of six (6) parcels of real property (Volusia County parcel identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A) and have submitted the preliminary plat for the "Bradford Park" townhouse subdivision, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee and the Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 180-lot townhouse preliminary plat for the "Bradford Park" subdivision, as shown in the preliminary plat attached hereto as Exhibit "A" and the construction plans attached hereto as Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the R-4, Single-Family Cluster and Townhouse Zoning District.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **February 20, 2026**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Bradford Park" subdivision.

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

[Remainder of page intentionally left blank]

APPROVED AND AUTHENTICATED, this 20th day of February, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2024\02-20-24\24-28 BRADFORD PARK, PRELIMINARY PLAT (P24-0013G).DOCX\

EXHIBIT "A"
Page 1 of 7

BRADFORD PARK

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MAP BOOK:__ PAGE:__

BRADFORD PARK DESCRIPTION: (8-31-23)

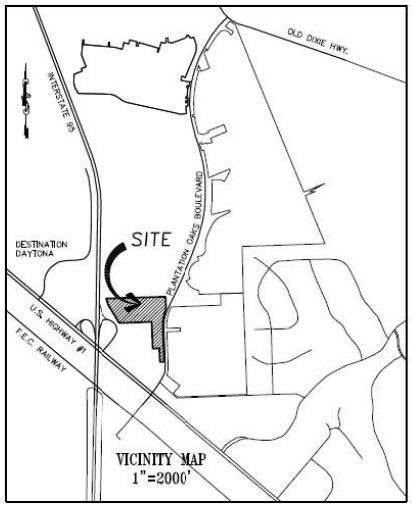
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

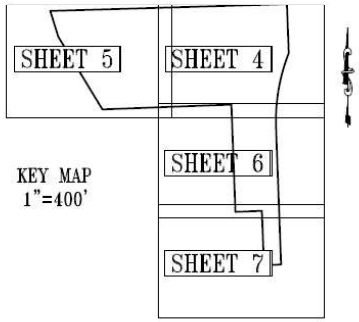
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46", A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY OF INDIANA AVENUE (A 60.00 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PLANTATION OAKS BOULEVARD S02°08'46", A DISTANCE OF 350.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEETS
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGE LAND HOLDINGS, LLC AND RCM PROPERTIES, LLC A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HERBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C, ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC, FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H, IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, RIDGE LAND HOLDINGS, LLC AND RCM PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2023 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____
WITNESS

_____
RICHARD MAUGERI,
RIDGE LAND HOLDINGS, LLC – MEMBER
RCM PROPERTIES, LLC – PRESIDENT

_____
WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____ 2023, BY RICHARD MAUGERI, AS MEMBER OF RIDGE LAND HOLDINGS, LLC AND PRESIDENT OF RCM PROPERTIES, LLC.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2023.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

MAP BOOK:__ PAGE:__

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD PARK HOMEOWNERS ASSOCIATION, INC., BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD PARK HOMEOWNERS' ASSOCIATION INC. RECORDED IN O.R. BOOK _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. ALL UTILITY, ACCESS, AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD PARK HOMEOWNERS ASSOCIATION INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO IMPROVEMENTS INCLUDING FENCES ARE ALLOWED IN THE LANDSCAPE EASEMENT AT THE REAR OF LOTS 63–82.

PREPARED BY:
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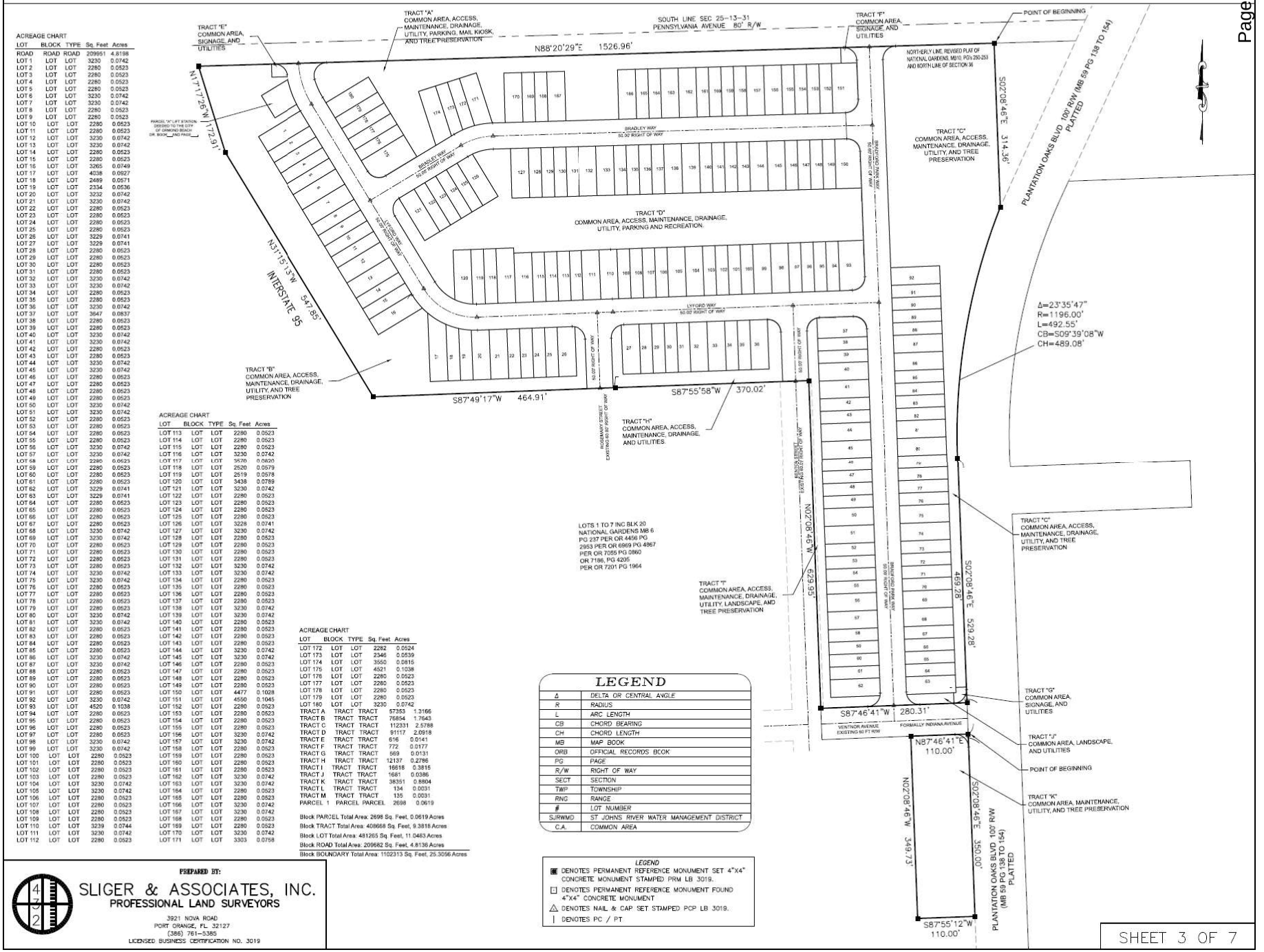
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS, OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	ROAD	209661	4.8136
LOT 1	LOT	LOT	3230	0.0742
LOT 2	LOT	LOT	2280	0.0523
LOT 3	LOT	LOT	2280	0.0523
LOT 4	LOT	LOT	2280	0.0523
LOT 5	LOT	LOT	2280	0.0523
LOT 6	LOT	LOT	3230	0.0742
LOT 7	LOT	LOT	3230	0.0742
LOT 8	LOT	LOT	2280	0.0523
LOT 9	LOT	LOT	2280	0.0523
LOT 10	LOT	LOT	2280	0.0523
LOT 11	LOT	LOT	2280	0.0523
LOT 12	LOT	LOT	3230	0.0742
LOT 13	LOT	LOT	3230	0.0742
LOT 14	LOT	LOT	2280	0.0523
LOT 15	LOT	LOT	2280	0.0523
LOT 16	LOT	LOT	3265	0.0749
LOT 17	LOT	LOT	4038	0.0927
LOT 18	LOT	LOT	2489	0.0571
LOT 19	LOT	LOT	2334	0.0536
LOT 20	LOT	LOT	3232	0.0742
LOT 21	LOT	LOT	3230	0.0742
LOT 22	LOT	LOT	2280	0.0523
LOT 23	LOT	LOT	2280	0.0523
LOT 24	LOT	LOT	2280	0.0523
LOT 25	LOT	LOT	2280	0.0523
LOT 26	LOT	LOT	3229	0.0741
LOT 27	LOT	LOT	3229	0.0741
LOT 28	LOT	LOT	2280	0.0523
LOT 29	LOT	LOT	2280	0.0523
LOT 30	LOT	LOT	2280	0.0523
LOT 31	LOT	LOT	2280	0.0523
LOT 32	LOT	LOT	3230	0.0742
LOT 33	LOT	LOT	3230	0.0742
LOT 34	LOT	LOT	2280	0.0523
LOT 35	LOT	LOT	2280	0.0523
LOT 36	LOT	LOT	3230	0.0742
LOT 37	LOT	LOT	3647	0.0837
LOT 38	LOT	LOT	2280	0.0523
LOT 39	LOT	LOT	2280	0.0523
LOT 40	LOT	LOT	3230	0.0742
LOT 41	LOT	LOT	3230	0.0742
LOT 42	LOT	LOT	2280	0.0523
LOT 43	LOT	LOT	2280	0.0523
LOT 44	LOT	LOT	3230	0.0742
LOT 45	LOT	LOT	3230	0.0742
LOT 46	LOT	LOT	2280	0.0523
LOT 47	LOT	LOT	2280	0.0523
LOT 48	LOT	LOT	2280	0.0523
LOT 49	LOT	LOT	2280	0.0523
LOT 50	LOT	LOT	3230	0.0742
LOT 51	LOT	LOT	3230	0.0742
LOT 52	LOT	LOT	2280	0.0523
LOT 53	LOT	LOT	2280	0.0523
LOT 54	LOT	LOT	2280	0.0523
LOT 55	LOT	LOT	2280	0.0523
LOT 56	LOT	LOT	3230	0.0742
LOT 57	LOT	LOT	3230	0.0742
LOT 58	LOT	LOT	2280	0.0523
LOT 59	LOT	LOT	2280	0.0523
LOT 60	LOT	LOT	2280	0.0523
LOT 61	LOT	LOT	2280	0.0523
LOT 62	LOT	LOT	3229	0.0741
LOT 63	LOT	LOT	3229	0.0741
LOT 64	LOT	LOT	2280	0.0523
LOT 65	LOT	LOT	2280	0.0523
LOT 66	LOT	LOT	2280	0.0523
LOT 67	LOT	LOT	2280	0.0523
LOT 68	LOT	LOT	3230	0.0742
LOT 69	LOT	LOT	3230	0.0742
LOT 70	LOT	LOT	2280	0.0523
LOT 71	LOT	LOT	2280	0.0523
LOT 72	LOT	LOT	2280	0.0523
LOT 73	LOT	LOT	2280	0.0523
LOT 74	LOT	LOT	3230	0.0742
LOT 75	LOT	LOT	3230	0.0742
LOT 76	LOT	LOT	2280	0.0523
LOT 77	LOT	LOT	2280	0.0523
LOT 78	LOT	LOT	2280	0.0523
LOT 79	LOT	LOT	2280	0.0523
LOT 80	LOT	LOT	3230	0.0742
LOT 81	LOT	LOT	3230	0.0742
LOT 82	LOT	LOT	2280	0.0523
LOT 83	LOT	LOT	2280	0.0523
LOT 84	LOT	LOT	2280	0.0523
LOT 85	LOT	LOT	2280	0.0523
LOT 86	LOT	LOT	3230	0.0742
LOT 87	LOT	LOT	3230	0.0742
LOT 88	LOT	LOT	2280	0.0523
LOT 89	LOT	LOT	2280	0.0523
LOT 90	LOT	LOT	2280	0.0523
LOT 91	LOT	LOT	2280	0.0523
LOT 92	LOT	LOT	3230	0.0742
LOT 93	LOT	LOT	4520	0.1038
LOT 94	LOT	LOT	2280	0.0523
LOT 95	LOT	LOT	2280	0.0523
LOT 96	LOT	LOT	2280	0.0523
LOT 97	LOT	LOT	2280	0.0523
LOT 98	LOT	LOT	3230	0.0742
LOT 99	LOT	LOT	3230	0.0742
LOT 100	LOT	LOT	2280	0.0523
LOT 101	LOT	LOT	2280	0.0523
LOT 102	LOT	LOT	2280	0.0523
LOT 103	LOT	LOT	2280	0.0523
LOT 104	LOT	LOT	3230	0.0742
LOT 105	LOT	LOT	3230	0.0742
LOT 106	LOT	LOT	2280	0.0523
LOT 107	LOT	LOT	2280	0.0523
LOT 108	LOT	LOT	2280	0.0523
LOT 109	LOT	LOT	2280	0.0523
LOT 110	LOT	LOT	3239	0.0744
LOT 111	LOT	LOT	3230	0.0742
LOT 112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT 113	LOT	LOT	2280	0.0523
LOT 114	LOT	LOT	2280	0.0523
LOT 115	LOT	LOT	2280	0.0523
LOT 116	LOT	LOT	3230	0.0742
LOT 117	LOT	LOT	3570	0.0820
LOT 118	LOT	LOT	2520	0.0579
LOT 119	LOT	LOT	2519	0.0578
LOT 120	LOT	LOT	3438	0.0789
LOT 121	LOT	LOT	3230	0.0742
LOT 122	LOT	LOT	2280	0.0523
LOT 123	LOT	LOT	2280	0.0523
LOT 124	LOT	LOT	2280	0.0523
LOT 125	LOT	LOT	2280	0.0523
LOT 126	LOT	LOT	3228	0.0741
LOT 127	LOT	LOT	3230	0.0742
LOT 128	LOT	LOT	2280	0.0523
LOT 129	LOT	LOT	2280	0.0523
LOT 130	LOT	LOT	2280	0.0523
LOT 131	LOT	LOT	2280	0.0523
LOT 132	LOT	LOT	3230	0.0742
LOT 133	LOT	LOT	3230	0.0742
LOT 134	LOT	LOT	2280	0.0523
LOT 135	LOT	LOT	2280	0.0523
LOT 136	LOT	LOT	2280	0.0523
LOT 137	LOT	LOT	2280	0.0523
LOT 138	LOT	LOT	3230	0.0742
LOT 139	LOT	LOT	3230	0.0742
LOT 140	LOT	LOT	2280	0.0523
LOT 141	LOT	LOT	2280	0.0523
LOT 142	LOT	LOT	2280	0.0523
LOT 143	LOT	LOT	2280	0.0523
LOT 144	LOT	LOT	3230	0.0742
LOT 145	LOT	LOT	3230	0.0742
LOT 146	LOT	LOT	2280	0.0523
LOT 147	LOT	LOT	2280	0.0523
LOT 148	LOT	LOT	2280	0.0523
LOT 149	LOT	LOT	2280	0.0523
LOT 150	LOT	LOT	4477	0.1028
LOT 151	LOT	LOT	4590	0.1045
LOT 152	LOT	LOT	2280	0.0523
LOT 153	LOT	LOT	2280	0.0523
LOT 154	LOT	LOT	2280	0.0523
LOT 155	LOT	LOT	2280	0.0523
LOT 156	LOT	LOT	3230	0.0742
LOT 157	LOT	LOT	3230	0.0742
LOT 158	LOT	LOT	2280	0.0523
LOT 159	LOT	LOT	2280	0.0523
LOT 160	LOT	LOT	2280	0.0523
LOT 161	LOT	LOT	2280	0.0523
LOT 162	LOT	LOT	3230	0.0742
LOT 163	LOT	LOT	3230	0.0742
LOT 164	LOT	LOT	2280	0.0523
LOT 165	LOT	LOT	2280	0.0523
LOT 166	LOT	LOT	3230	0.0742
LOT 167	LOT	LOT	3230	0.0742
LOT 168	LOT	LOT	2280	0.0523
LOT 169	LOT	LOT	2280	0.0523
LOT 170	LOT	LOT	3230	0.0742
LOT 171	LOT	LOT	3303	0.0758

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT 172	LOT	LOT	2282	0.0524
LOT 173	LOT	LOT	2346	0.0539
LOT 174	LOT	LOT	3550	0.0815
LOT 175	LOT	LOT	4521	0.1038
LOT 176	LOT	LOT	2280	0.0523
LOT 177	LOT	LOT	2280	0.0523
LOT 178	LOT	LOT	2280	0.0523
LOT 179	LOT	LOT	2280	0.0523
LOT 180	LOT	LOT	3230	0.0742
TRACT A	TRACT	TRACT	57353	1.3166
TRACT B	TRACT	TRACT	76894	1.7649
TRACT C	TRACT	TRACT	112331	2.5788
TRACT D	TRACT	TRACT	91117	2.0918
TRACT E	TRACT	TRACT	616	0.0141
TRACT F	TRACT	TRACT	772	0.0177
TRACT G	TRACT	TRACT	569	0.0131
TRACT H	TRACT	TRACT	12137	0.2786
TRACT I	TRACT	TRACT	16618	0.3815
TRACT J	TRACT	TRACT	1681	0.0386
TRACT K	TRACT	TRACT	38351	0.8804
TRACT L	TRACT	TRACT	134	0.0031
TRACT M	TRACT	TRACT	135	0.0031
PARCEL 1	PARCEL	PARCEL	2698	0.0619

Block PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres
Block TRACT Total Area: 408668 Sq. Feet, 9.3818 Acres
Block LOT Total Area: 481265 Sq. Feet, 11.0463 Acres
Block ROAD Total Area: 209682 Sq. Feet, 4.8136 Acres
Block BOUNDARY Total Area: 1102313 Sq. Feet, 25.3056 Acres

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

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- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

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BRADFORD PARK

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
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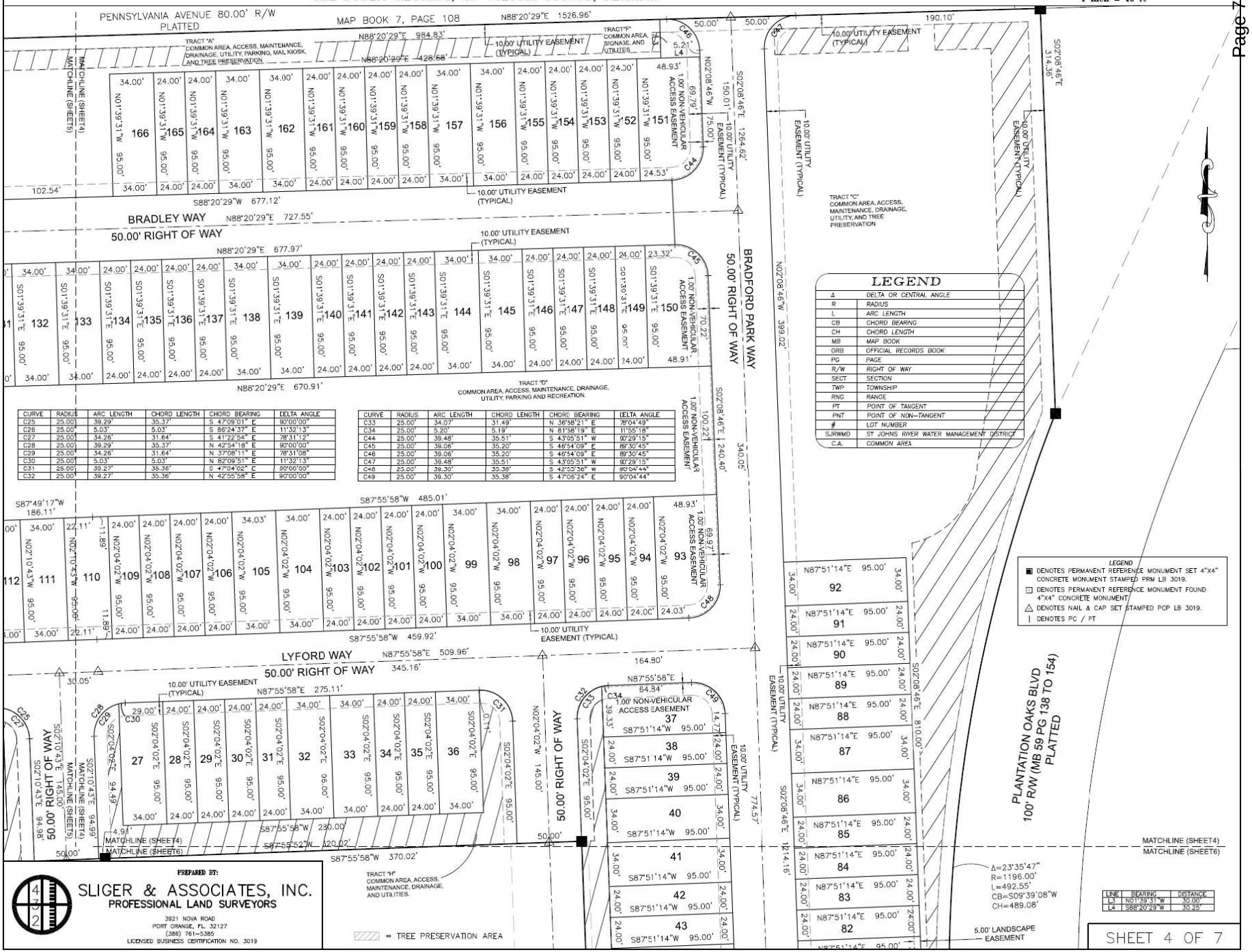

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°00'00"
C26	25.00'	5.03'	5.03'	S 86°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C28	25.00'	39.29'	35.37'	N 42°54'18" E	90°00'00"
C29	25.00'	34.26'	31.64'	N 37°08'11" E	78°31'08"
C30	25.00'	5.03'	5.03'	N 82°09'51" E	11°32'13"
C31	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C32	25.00'	39.27'	35.36'	N 42°55'58" E	90°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C33	25.00'	34.07'	31.49'	N 36°58'21" E	78°04'49"
C34	25.00'	5.20'	5.19'	N 81°58'19" E	11°55'18"
C44	25.00'	39.48'	35.51'	S 43°05'51" W	90°29'15"
C45	25.00'	39.06'	35.20'	S 46°54'09" E	89°30'45"
C46	25.00'	39.06'	35.20'	S 46°54'09" E	89°30'45"
C47	25.00'	39.48'	35.51'	S 43°05'51" W	90°29'15"
C48	25.00'	39.30'	35.38'	S 42°53'38" W	90°04'44"
C49	25.00'	39.30'	35.38'	S 47°06'24" E	90°04'44"

LEGEND

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CH	CHORD LENGTH
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LINE	BEARING	DISTANCE
L3	N01°39'31"W	30.00'
L4	S88°20'29"W	30.25'

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SHEET 4 OF 7

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LEGEND

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L	ARC LENGTH
CB	CHORD BEARING
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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	35.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	3.66'	3.66'	N 10°29'40" W	01°02'52"
C3	200.00'	5.08'	5.08'	N 11°44'45" W	01°27'18"
C4	200.00'	51.16'	51.02'	N 19°48'02" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 29°11'27" W	04°07'32"
C6	200.00'	74.29'	73.87'	S 20°36'44" E	21°16'59"
C7	175.00'	82.86'	82.09'	S 17°41'19" E	27°07'49"
C8	150.00'	37.99'	37.89'	N 23°59'51" W	14°30'45"
C9	25.00'	45.85'	39.69'	N 35°48'00" E	105°04'57"
C10	25.00'	39.27'	35.36'	N 76°15'13" W	90°00'00"
C11	25.00'	39.27'	35.36'	N 13°44'47" E	90°00'00"
C12	25.00'	0.81'	0.81'	N 57°48'46" E	01°52'02"
C13	139.00'	30.88'	30.81'	N 37°37'02" W	12°43'37"
C14	139.00'	13.94'	13.93'	N 46°51'11" W	05°44'43"
C15	139.00'	41.15'	41.00'	N 58°12'23" W	16°57'41"
C16	139.00'	25.61'	25.58'	N 71°57'56" W	10°33'25"
C17	139.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	139.00'	11.84'	11.83'	N 89°44'20" W	04°52'45"
C19	139.00'	147.80'	140.94'	S 61°42'58" E	60°55'30"
C20	114.00'	121.22'	115.59'	S 61°42'58" E	60°55'30"
C21	89.00'	94.64'	90.24'	N 61°42'58" W	60°55'30"
C22	89.00'	52.18'	51.44'	N 48°03'01" W	33°35'36"
C23	89.00'	35.59'	35.35'	N 76°18'05" W	22°54'31"
C24	89.00'	6.87'	6.87'	N 89°58'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	5.03'	5.03'	S 85°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C36	150.00'	24.04'	24.01'	N 70°22'23" E	09°10'54"
C37	150.00'	34.54'	34.46'	N 81°33'35" E	13°11'31"
C38	150.00'	0.49'	0.49'	N 88°14'55" E	00°11'08"
C39	150.00'	77.48'	76.62'	S 73°32'38" W	29°35'42"
C40	125.00'	64.57'	63.85'	N 73°32'38" E	29°35'42"
C41	100.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C42	100.00'	10.03'	10.02'	N 61°37'07" E	05°44'40"
C43	100.00'	41.63'	41.33'	N 76°24'58" E	23°51'02"

LINE	BEARING	DISTANCE
L1	N01°39'31"W	25.00'
L2	S88°20'29"W	30.30'

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▨ = TREE PRESERVATION AREA

SHEET 5 OF 7

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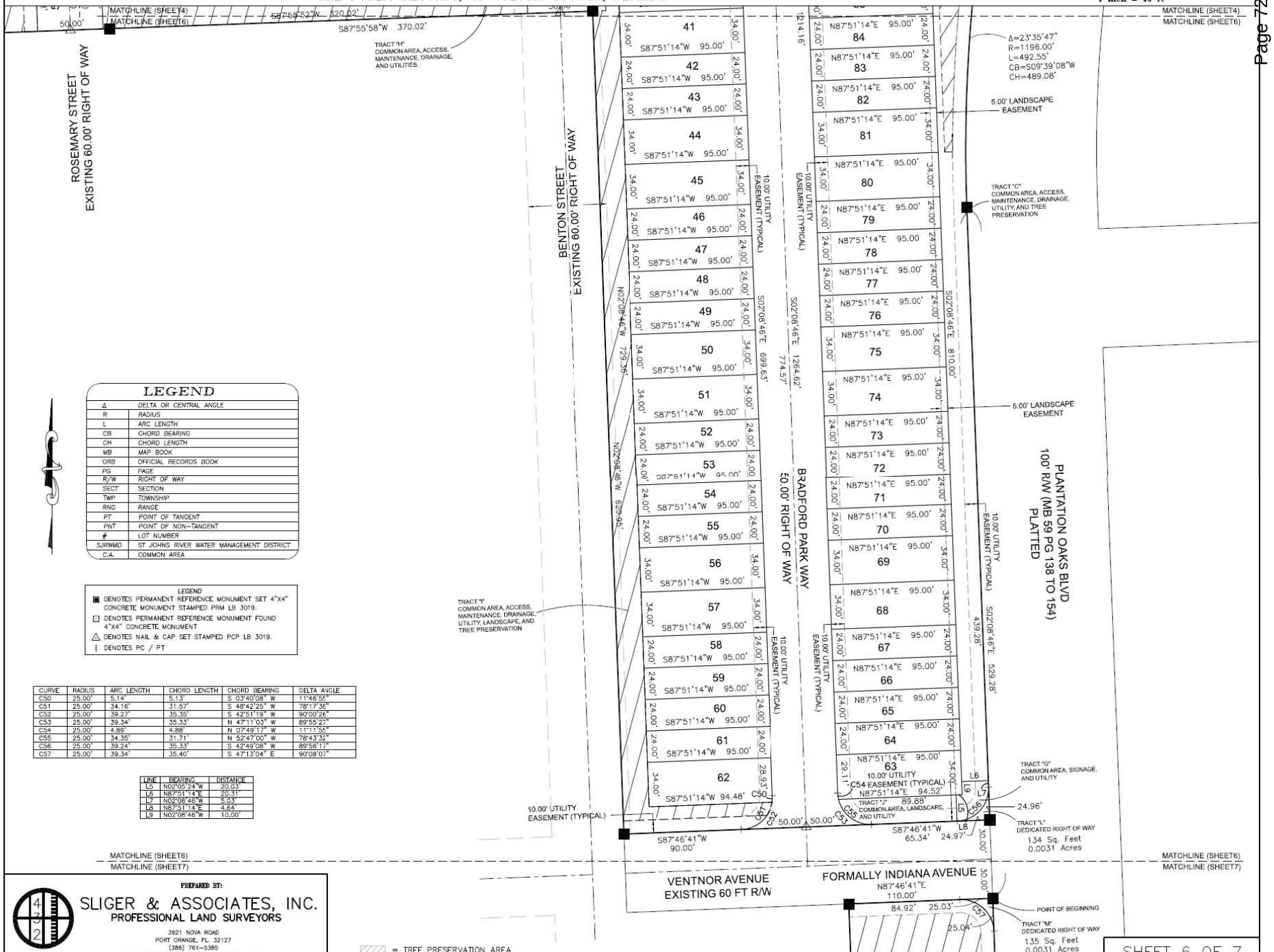

LEGEND

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.14'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'36"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'56"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'11"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

LINE	BEARING	DISTANCE
L5	N02°05'24"W	20.03'
L6	N87°51'14"E	20.31'
L7	N02°08'46"W	5.03'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

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SHEET 6 OF 7

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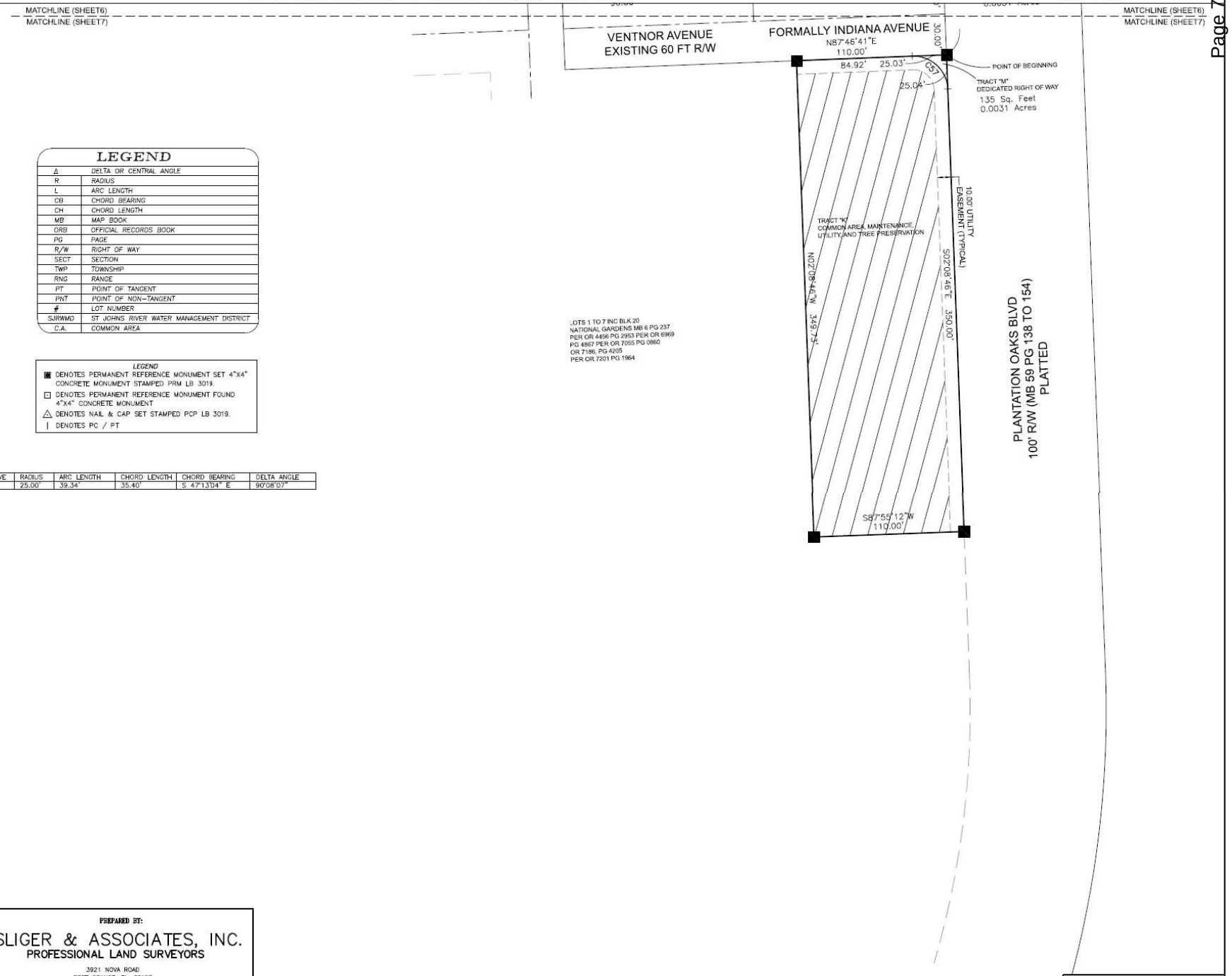

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CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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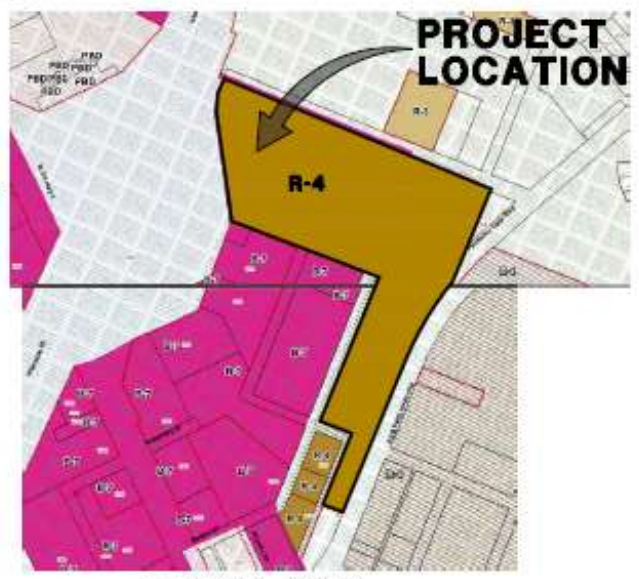
BRADFORD PARK

PRELIMINARY PLAT & CONSTRUCTION PLANS

ORMOND BEACH, FLORIDA

GENERAL NOTES

1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", 0.30% FOR 10" UNLESS OTHERWISE NOTED. SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC, DR-18, C-900.
3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED LIGHTS.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL 1988 DATUM.
8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
12.) ALL DISTURBED AREAS TO BE SODDED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS AND OFF SITE LIFT STATION DEED NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12' ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" x 48". ALL WARNING SIGNS SHALL BE 30" X 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS. WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FDOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION.
18.) ALL MAINTENANCE OF ALL LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF BRADFORD PARK HOMEOWNERS ASSOCIATION INC.
19.) ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DIXIE HIGHWAY FOR INGRESS OR EGRESS.
20.) EXCEPT WITHIN THE EXISTING FPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
21.) ELEVATIONS REFER TO N.A.V.D. OF 1988, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET N.G.V.D. 29.
22.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.
23.) REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
24.) ALL POTABLE WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.
25.) ALL FENCING TO BE 6 FT HIGH TAN VINYL.
26.) OUTSIDE CONSTRUCTION IS ALLOWED FROM 7:00 AM TO 7:00 PM.



ZONING MAP

CURRENT ZONING: R-4 (SINGLE FAMILY CLUSTER & TOWNHOMES)



SOILS MAP

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
[illegible]	[illegible] fine sand, 0 to 5 percent slopes	5.4	[illegible]
[illegible]	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	19.0	[illegible]
[illegible]	Pomona-St. Johns complex	3.8	13.0%
[illegible]	Samsula muck, frequently ponded, 0 to 1 percent slopes	2.4	8.4%
Totals for Area of Interest		28.6	100.0%

SOILS KEY



FEMA FLOOD MAP

AREA IS IN ZONE X MINIMAL FLOOD HAZARD AND ZONE AH. WITH A BFE OF 30' 12127C0351H EFFECTIVE SEPTEMBER, 29TH 2017



VICINITY MAP

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GENERAL INFORMATION:

PROJECT NAME:
BRADFORD PARK

OWNER:
RIDGE LAND HOLDINGS, LLC
RICK MAUGERI
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
386-547-9086
rickm@ridge-development.com

ENGINEER/LANDSCAPE ARCHITECT:
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
EMAILS: info@parkermynchenberg.com
sbuswell@parkermynchenberg.com

LAND USE ATTORNEY:
GLENN D. STORCH, ESQ.
COREY D. BROWN, ESQ.
STORCH LAW FIRM
420 SOUTH NOVA ROAD
DAYTONA BEACH, FL 32114
(386) 238-8383
glenn@storchlawfirm.com
corey@storchlawfirm.com

TRAFFIC ENGINEER:
TURGUT DERVISH, P.E.
TRAFFIC PLANNING & DESIGN, INC.
535 VERSAILLES DRIVE-SUITE 200
MAITLAND, FLORIDA 32715-7305
PHONE: (407) 628-9955

SURVEYOR:
SLIGER & ASSOCIATES, INC.
JOSEPH E. ZAPERT, P.L.S., PRESIDENT
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385 FAX (386) 760-0619
E-MAIL: sligerassociates.com

ENVIRONMENTAL CONSULTANT:
BILL GRIFFY, PRESIDENT
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, UNIT 130
LONGWOOD, FLORIDA 32750
BGRIFFY@ECSFL.CC
(407)-869-9434

COMMON AREA TRACTS:

TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK, AND TREE PRESERVATION = 57,353 SF OR 1.3166 AC
TRACT B COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION = 70,054 SF OR 1.7043 AC
TRACT C COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION = 112,331 SF OR 2.5788 AC
TRACT D COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION = 91,117 SF OR 2.0918 AC
TRACT E COMMON AREA, SINGAGE, AND UTILITIES = 616 SF OR 0.0141 AC
TRACT F COMMON AREA, SIGNAGE, AND UTILITIES = 772 SF OR 0.0177 AC
TRACT G COMMON AREA, SIGNAGE, AND UTILITIES = 569 SF OR 0.0131 AC
TRACT H COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES = 12,137 SF OR 0.2786 AC
TRACT I COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, LANDSCAPE, AND TREE PRESERVATION = 16,618 SF OR 0.3815 AC
TRACT J COMMON AREA, LANDSCAPE, AND UTILITIES = 1,681 SF OR 0.0386 AC
TRACK K COMMON AREA, MAINTENANCE, UTILITY, AND TREE PRESERVATION = 38,351 SF OR 0.8804 AC
PARCEL A LIFT STATION DEEDED TO THE CITY OF ORMOND BEACH = 2,698 SF OR 0.0619 AC

TOTAL COMMON AREA = 408,668 SF OR 9.3818 AC
TOTAL DEDICATED R/W = 180,598 SF OR 4.146 AC

PROJECT ADDRESS:
——— PLANTATION OAKS BLVD.
ORMOND BEACH, FL 32174

LAND USE TABULATION:
TOTAL SITE AREA = 1,085,495 SF (24.92 AC)
TOTAL UNIT TYPE = 24'X50'
TOTAL LF OF PUBLIC STREETS = 3,658.54 LF
DENSITY = 180 LOTS/24.77 AC = 7.27 DU/AC
LOTS 1-180 = 406,547 SF (9.33 AC)
PUBLIC RIGHT OF WAY = 180,598 SF (4.15 AC)

IMPERVIOUS AREA:
6 UNIT BUILDINGS = 24 BUILDINGS @ 7,200 SF = 172,800 SF
4 UNIT BUILDINGS = 9 BUILDINGS @ 4,800 SF = 43,200 SF
DRIVEWAYS = 119,456 SF
CONCRETE/SIDEWALKS = 56,226 SF
PAVEMENT = 88,053 SF
LIFT STATION = 2,500 SF
MAIL KIOSK = 375 SF

TOTAL IMPERVIOUS AREA = 482,610 SF = 44.46%

TOTAL COMMON AREA = 408,320 SF
TOTAL RESIDENTIAL IRRIGABLE AREA = 171,077 SF

TOTAL OPEN SPACE AREA = 602,885 SF = 55.54%

LOT DEVELOPMENT CRITERIA (ORDINANCE NO. 2022-38):
DENSITY (UNITS PER ACRE) = 8
MAXIMUM BUILDING HEIGHT = 30'
MAXIMUM PARCEL BUILDING COVERAGE = 35%
MAXIMUM LOT BUILDING COVERAGE = 75%
MAXIMUM IMPERVIOUS COVERAGE = 75%
MAXIMUM LOT IMPERVIOUS COVERAGE = 90%
MINIMUM PARCEL SIZE IN SF = 43,560 SF
MINIMUM LOT SIZE IN SF = 2,280 SF
MINIMUM LOT WIDTH = 24'
MINIMUM LOT DEPTH = 95'

SETBACKS:
FRONT = 25'
REAR = 10'
SIDE = 10'
STREET CORNER/CORNER = 0' (ENTIRE BUILDING 15')
WATERBODY = 30'

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG
		REVISIONS	

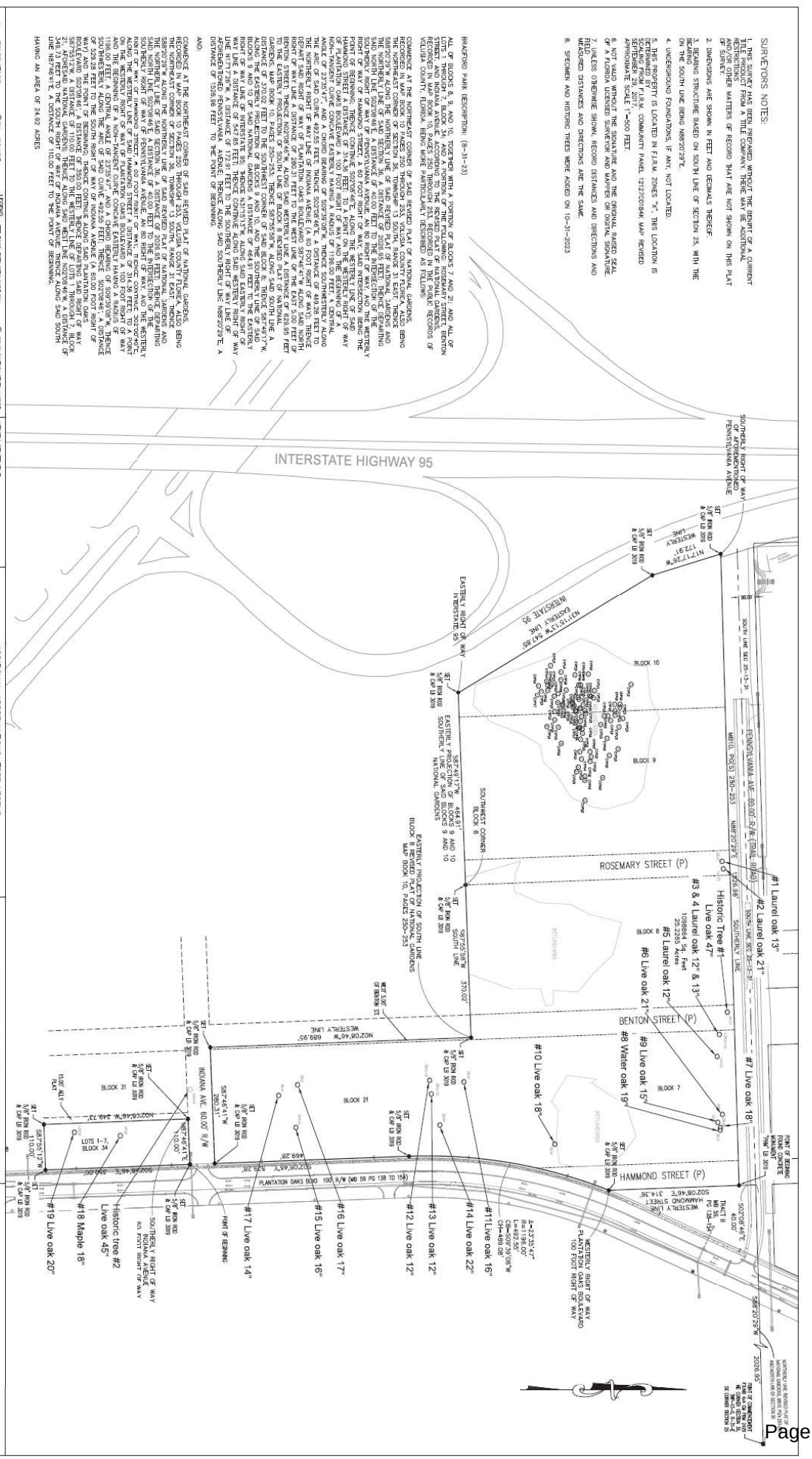
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

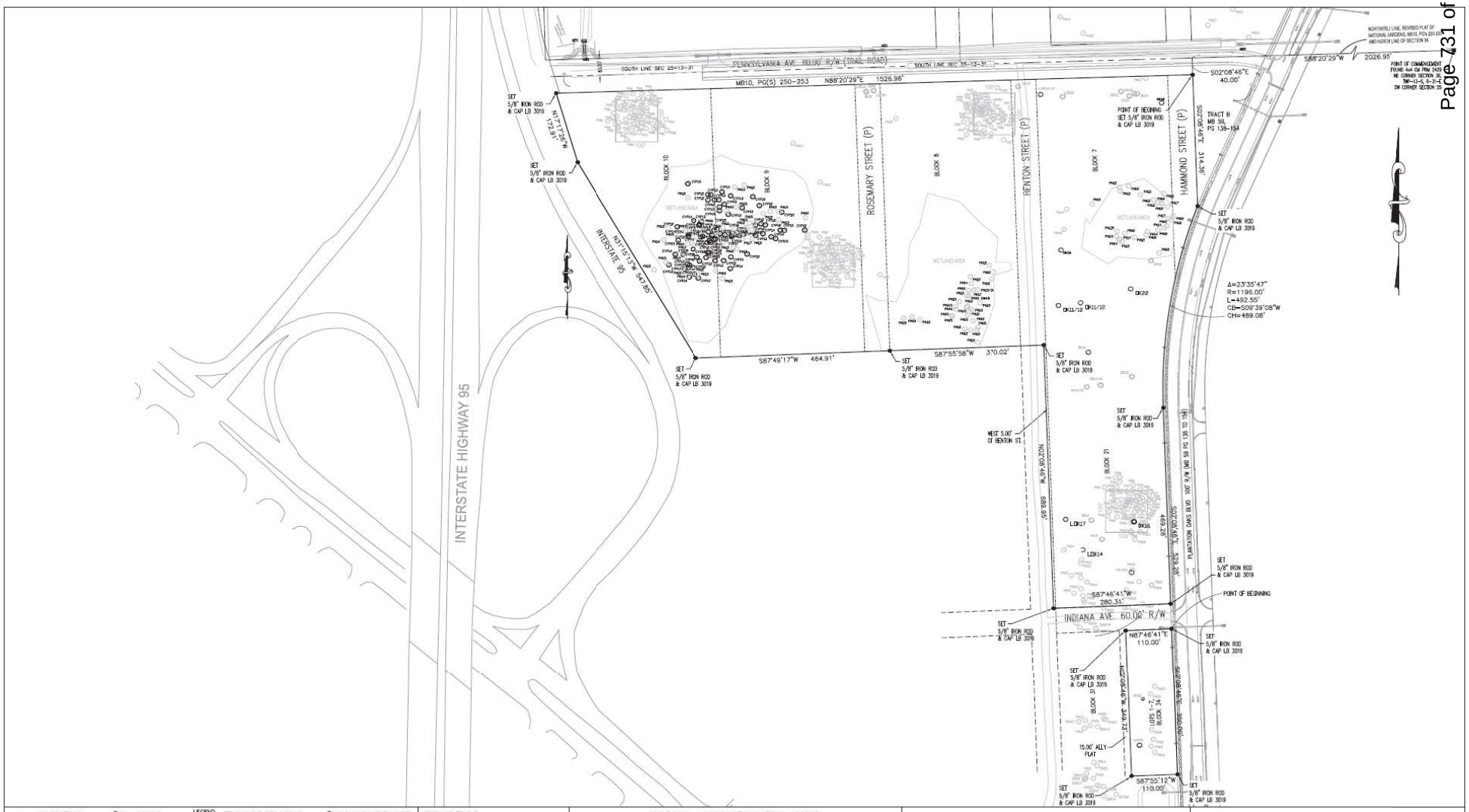
BRADFORD PARK
ORMOND BEACH * FLORIDA
COVER SHEET

SHEET NO. 1
Drawn By: M .GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: NTS


Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.11.20 14:45:10 -05'00'

SEAL


SURVEYORS NOTES:
1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE PRODUCT FROM A TITLE COMPANY. THERE MAY BE ADDITIONAL AND/OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N89°20'29"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X". THIS LOCATION IS DETERMINED BY SCALING FROM FLOOD INSURANCE RATE MAP NUMBER 12127C0159H MAP REVISED SEPTEMBER 29, 2017, COMMUNITY PANEL 12127C0159H MAP REVISED APPROXIMATE SCALE 1"=500 FEET.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.
7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
8. SPECIMEN AND HISTORIC TREES WERE ADDED ON 10-31-2023
BRADFORD PARK DESCRIPTION: (9-31-23)
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21, ALL OF HAMMOND STREET AND BENTON STREET, AND A PORTION OF PENNSYLVANIA AVENUE, BERTON GARDENS, ACCORDING TO THE REVISED PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2208.93 FEET; THENCE DEPARTING THE NORTHERLY LINE OF SAID SECTION 36 AND ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS, S89°20'29"W A DISTANCE OF 370.02 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY; AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET A 60 FOOT RIGHT OF WAY; SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID INTERSECTION AND ALONG THE WESTERLY RIGHT OF WAY OF HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°51'17"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1558.98 FEET TO THE POINT OF BEGINNING.
AND:
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, VOLUSIA COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S89°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND SAID NORTH LINE SECTION 36, A DISTANCE OF 2208.93 FEET; THENCE DEPARTING THE NORTHERLY LINE OF SAID SECTION 36, S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY AND THE WESTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID INTERSECTION AND ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80 RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 469.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE (A 60 FOOT RIGHT OF WAY); THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°51'17"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1558.98 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 24.92 ACRES
LEGEND
UTILITY STATEMENT:
THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN HEREIN WERE LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS PROVIDED BY THE CLIENT SLIGER & ASSOCIATES, INC. (S&A) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AS PROVIDED. THE SURVEYOR AND MAPPER HAS NOT PHYSICALLY LOCATED THE ACTUAL SAA AS DESIGNATED OR NOTED ON THIS DRAWING.
ADDITIONAL ABBREVIATIONS—TREE LEGEND
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
FOR: BRADFORD LAKES, LLC
BRADFORD PARK
ORMOND BEACH
BOUNDARY AND TREE SURVEY
SHEET 1 OF 2
JOB NO. 23-0348
23-0917
JEFFREY W BARNES
I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
Digitally signed by JEFFREY W BARNES
Date: 2023.11.06 07:55:55 -05'00'
JEFF W. BARNES, P.S.M. NO. 5936



LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
⊙	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
⌂	PD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER		SIGN	CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
△	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
	SITE BENCHMARK	TV	CABLE TELEVISION BOX		UTILITY POLE	▲	WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00'+	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ELEC	ELECTRIC	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
RC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	PP	POWER POLE	-TT-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	-W-	BURIED WATER LINE
PC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY
NAIL	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE
MW	MONITORING WELL	(R)	RADIAL	MEN	METERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE
ID	IDENTIFICATION	(NR)	NON RADIAL	NOPE	NON PROPERTY FOREHOLDER PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE
REC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EDW	EDGE OF WATER
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RGE	RANGE	℄	CENTERLINE	VCP	VITRIOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT

-FO-	BURIED FIBER OPTIC CABLE	-TT-	BURIED TELEPHONE CABLE
-TV-	BURIED TELEVISION CABLE	-W-	BURIED WATER LINE
-E-	BURIED ELECTRIC LINE	-G-	BURIED GAS LINE
-TV-	BURIED TELEVISION LINE	-FM-	BURIED FORCE MAIN
-OH-	AERIAL UTILITY LINE	-ST-	STORM WATER LINE
FNL 03	FLORIDA POWER & LIGHT COMPANY	NGVD	NATIONAL GEODETIC VERTICAL DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
USC & GS	UNITED STATES COAST & GEODETIC SURVEY		

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	CYP	CYPRESS "BALD"

TREE TYPE — OK24 — TREE SYMBOL — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS

FOR: BRADFORD LAKES, LLC

SCALE: 1"=100' FIELD BOOK: – PAGE(S): – SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	–	–	–	–	–
BOUNDARY SURVEY :	08-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION LOCATION :	–	–	–	–	–
FINAL IMPROVEMENTS :	–	–	–	–	–
RECERTIFICATION :	–	–	–	–	–

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3021 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5380
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
TOPOGRAPHIC SURVEY	BRADFORD LAKES, LLC	08-08-2023	23-0348

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD PARK
ORMOND BEACH

FOR: BRADFORD LAKES, LLC

JOB NO.
23-0348
23-0917

BOUNDARY AND TREE SURVEY

SHEET 2 OF 2

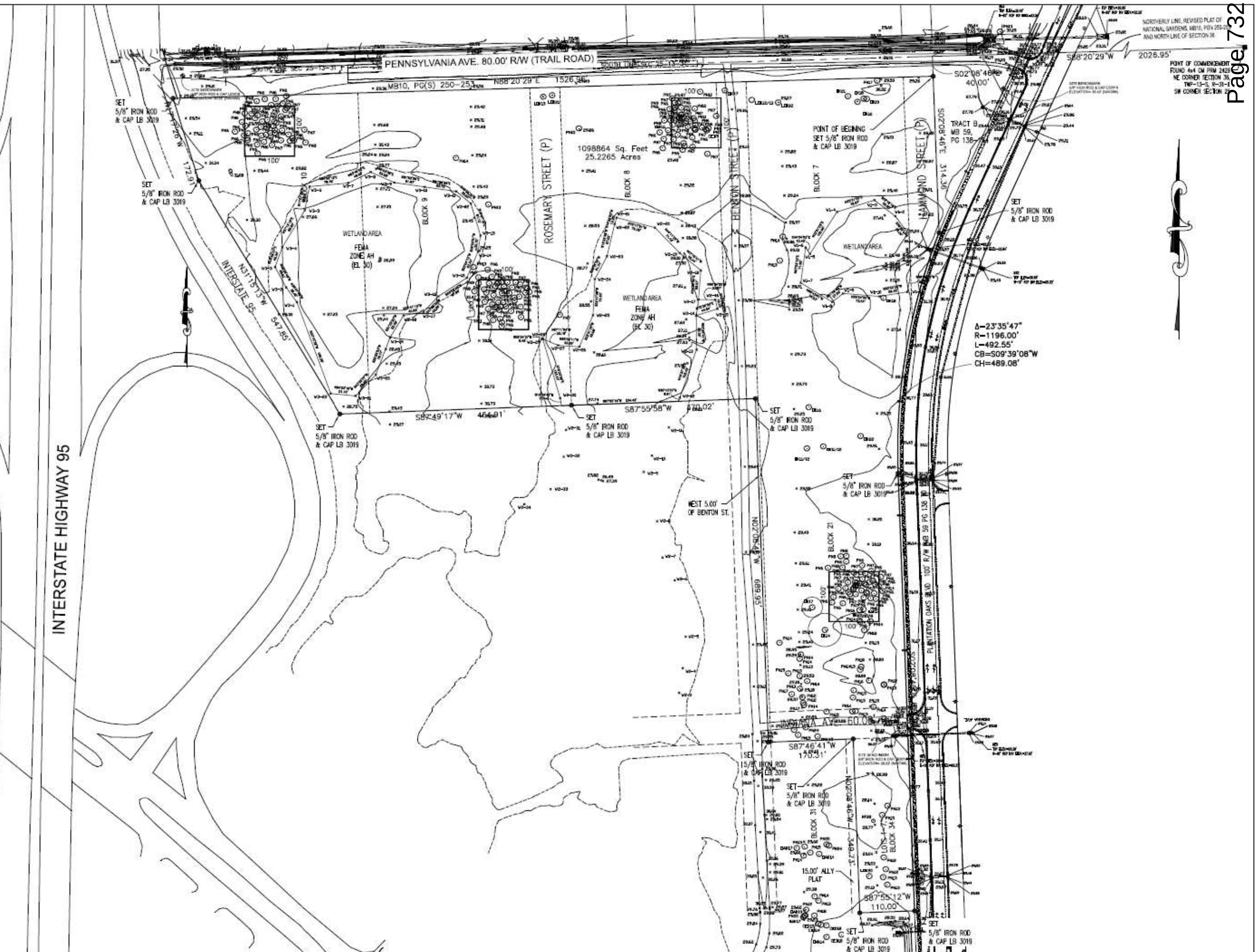
BRADFORD PARK DESCRIPTION:

ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, HAMMOND STREET, AND INDIANA AVENUE. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF PENNSYLVANIA AVENUE, AN 80.00 FOOT RIGHT OF WAY, AND THE WESTERLY RIGHT OF WAY OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE WESTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47" AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 492.55 FEET; THENCE S02°08'46"E, A DISTANCE OF 879.28 FEET; THENCE DEPART SAID RIGHT OF WAY S87°55'12"W, A DISTANCE OF 110.00 FEET; THENCE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTHERLY RIGHT OF WAY OF INDIANA AVENUE, A 60 FOOT RIGHT OF WAY; THENCE S87°46'41"W, ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 170.31 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID INDIANA AVENUE AND THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 689.95 FEET TO THE EASTERLY PROJECTION OF THE SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 1,102,314 SQ FEET, 25.306 ACRES



SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENIFIT OF A CURRENT TITLE PRODUCT FROM A TITLE COMPANY. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS OF RECORD THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N88°20'29"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K MAP REVISED SEPTEMBER 29, 2017, APPROXIMATE SCALE 1"=500 FEET.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

LEGEND

●	IRON ROD WITH CAP	GV	GAS VALVE	FOCB	FIBER OPTIC CABLE BOX	SSMH	SANITARY SEWER MANHOLE
○	IRON ROD	RUV	REUSE VALVE	FOCV	FIBER OPTIC CABLE VAULT	SDMH	STORM DRAIN MANHOLE
◉	IRON PIPE WITH CAP	SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL	GTMH	GREASE TRAP MANHOLE
○	IRON PIPE	HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER	EMH	ELECTRIC MANHOLE
△	FD "X"/CUT IN CONCRETE	WM	WATER METER	TPM	TELEPHONE CABLE MARKER	UMH	UTILITY MANHOLE
□	CONCRETE MONUMENT	GM	GAS METER		SIGN	CO	CLEAN OUT
■	DENOTES PC / PT	TB	TELEPHONE BOX	LP	LIGHT POLE	FOC	FIBER OPTIC CABLE MANHOLE
▲	PERMANENT CONTROL POINT	MB	MAIL BOX	YL	YARD LIGHT	RBO	REUSE BLOWOFF ASSEMBLY
	SITE BENCHMARK	TV	CABLE TELEVISION BOX		UTILITY POLE		WETLANDS LOCATION
FH	FIRE HYDRANT	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR		EXISTING CONCRETE
WV	WATER VALVE	EB	ELECTRIC SERVICE BOX		UTILITY VALVE	0.00+	EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	DIP	DUCTILE IRON PIPE	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	Δ	CENTRAL ANGLE	PVC	POLYVINYL CHLORIDE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	CONC	CONCRETE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	TSB	TRAFFIC SIGNAL BOX	R/W	RIGHT OF WAY	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	DW	DRIVEWAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	TOB	TOP OF BANK	-TV-	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOS	TOE OF SLOPE	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	CLS	CENTERLINE OF SWALE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	A/C	AIR CONDITIONER	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	FNC	FENCE	FPL CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	EOW	EDGE OF WATER	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	U.E.	UTILITY EASEMENT	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	A.E.	ACCESS EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER			USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS—TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE — OK24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

FOR: BRADFORD LAKES, LLC

SCALE: 1"=100'   FIELD BOOK: -   PAGE(S): -   SHEET 1 OF 1

TYPE OF SURVEY		SURVEY DATE		JOB NUMBER		PARTY CHIEF		DRAWN BY		CHECKED BY
SPECIFIC PURPOSE	:		-		-		-		-	
BOUNDARY SURVEY	:		-		-		-		-	
TOPOGRAPHIC SURVEY	:	08-08-2023	-	23-0348	-	JP	-	TJ	-	JB
FOUNDATION LOCATION	:		-		-		-		-	
FINAL IMPROVEMENTS	:		-		-		-		-	
RECERTIFICATION	:		-		-		-		-	

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
TOPOGRAPHIC SURVEY	BRADFORD LAKES, LLC	08-08-2023	23-0348

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE

BRADFORD PARK
ORMOND BEACH

FOR: BRADFORD LAKES, LLC

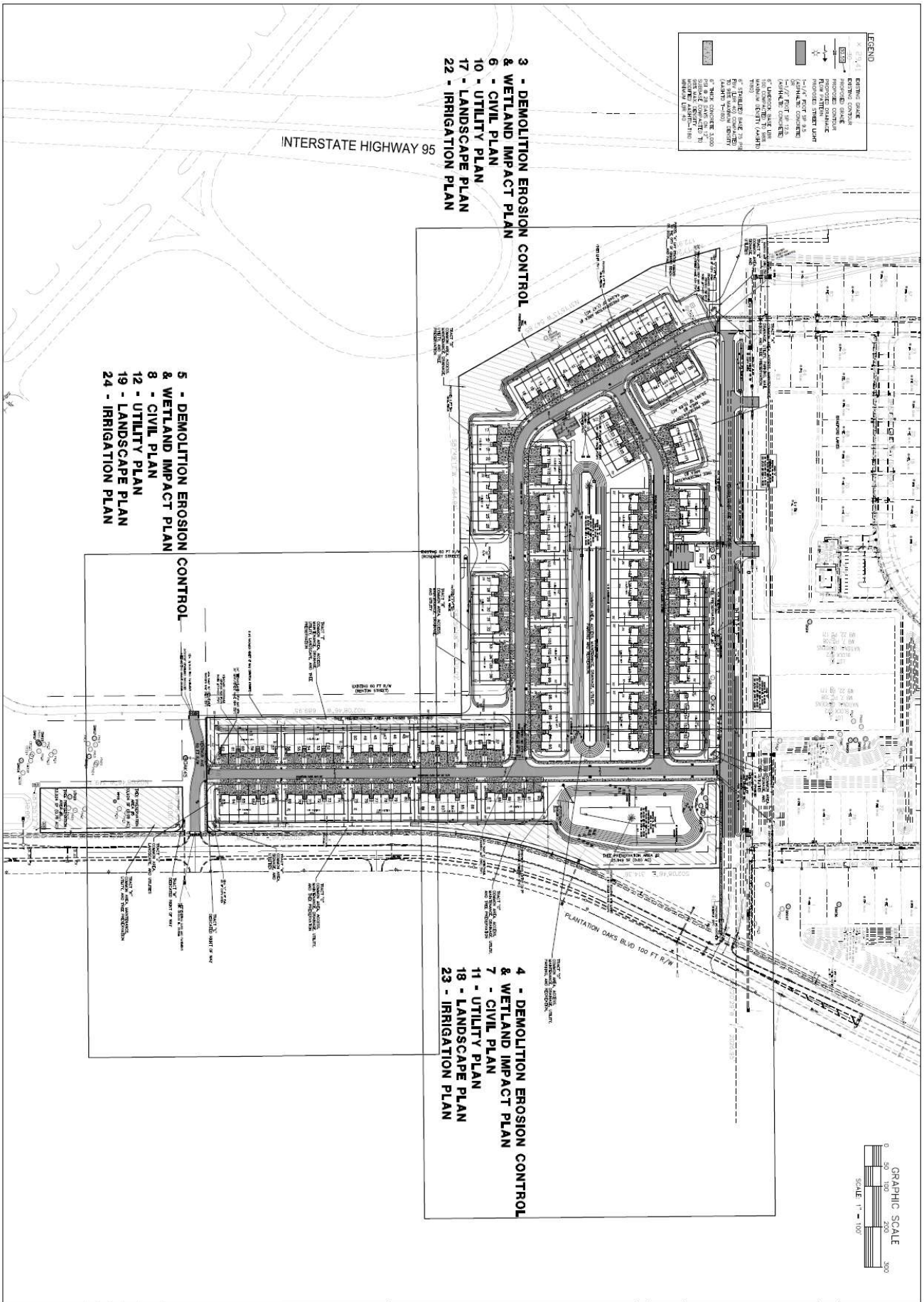
JOB NO. 23-0348

TOPOGRAPHIC SURVEY

SHEET 1 OF 1

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

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



BRADFORD PARK
ORMOND BEACH • FLORIDA
OVERALL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39645 R.L.A. #0001553, STEVE BUSHELL P.E. #53985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION
2	11/16/2023	REVISED PER CITY COMMENTS
1	08/31/2023	REVISED PER CITY COMMENTS

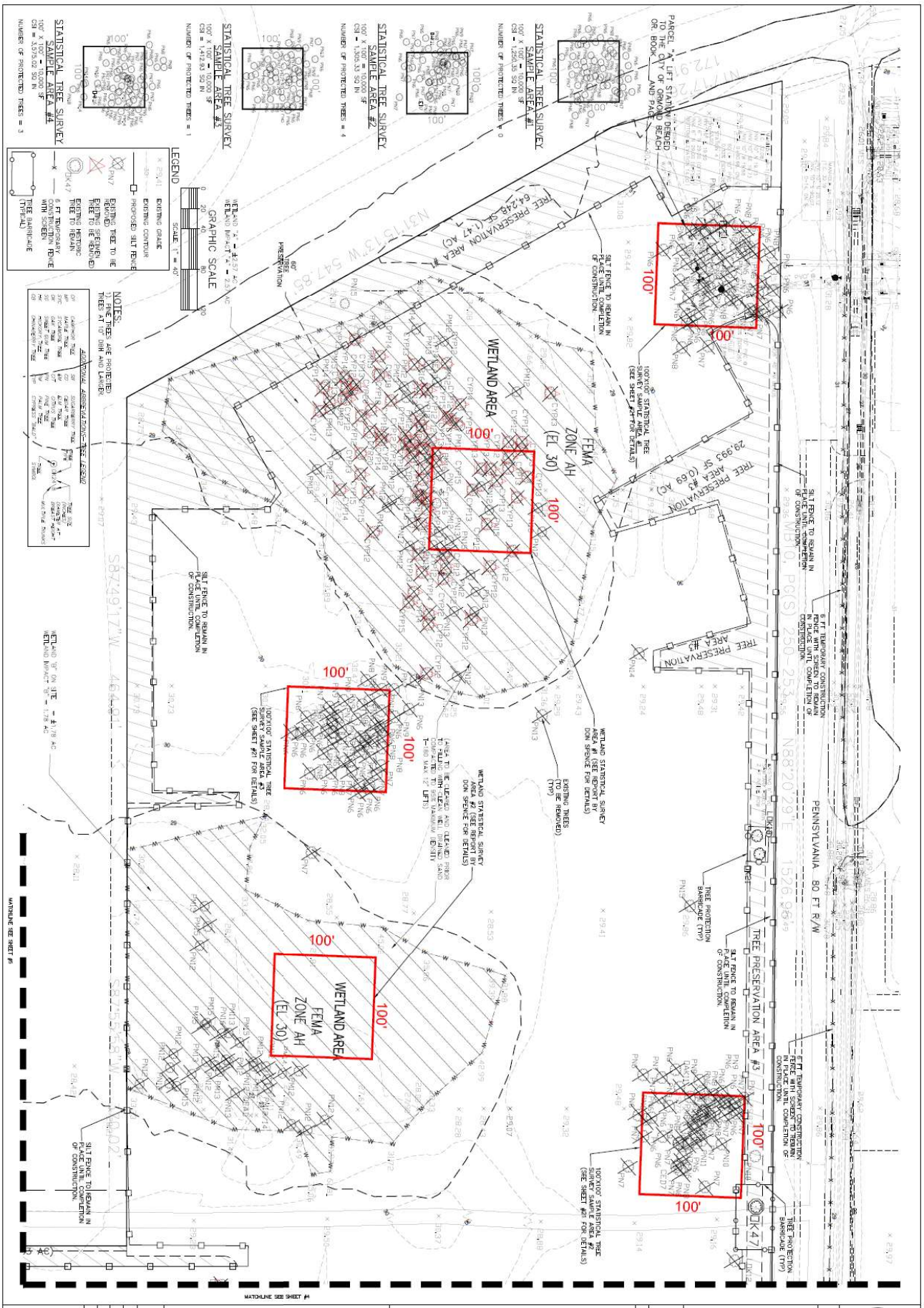
REVISIONS

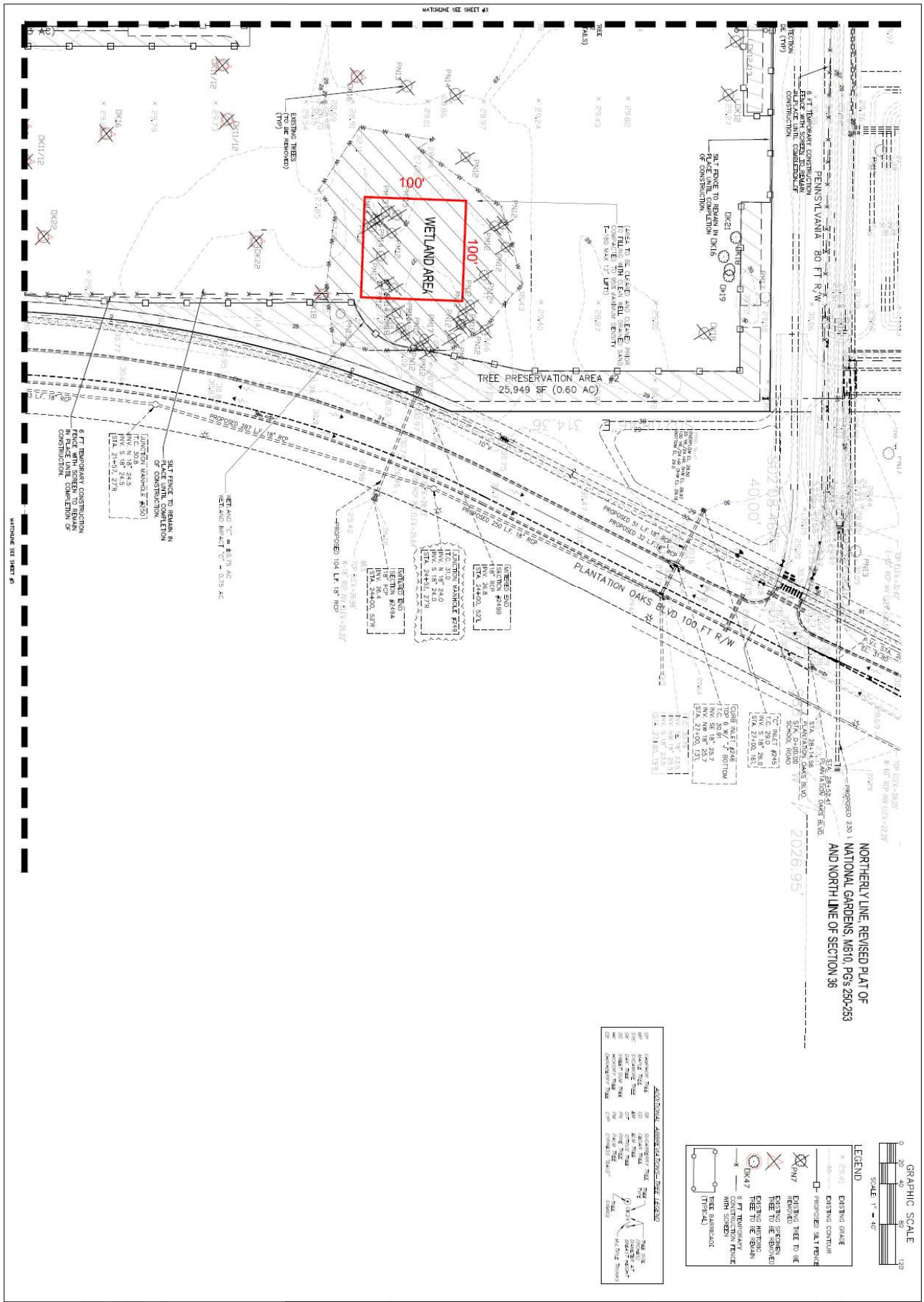
SLB

SEAL

SHEET NO. 2

Drawn By: M. GREEN
Date: 06/21/2023
JOB # 23-20
SCALE: 1" = 100'


STATISTICAL TREE SURVEY SAMPLE AREA #1
STATISTICAL TREE SURVEY SAMPLE AREA #2
STATISTICAL TREE SURVEY SAMPLE AREA #3
STATISTICAL TREE SURVEY SAMPLE AREA #4
LEGEND
GRAPHIC SCALE
NOTES:
WETLAND AREA
FEMA ZONE AH (EL 30)
100'
TREE PRESERVATION AREA #1
TREE PRESERVATION AREA #2
TREE PRESERVATION AREA #3
PENNSYLVANIA 80 FT R/W
MATCHLINE SEE SHEET #4
MATCHLINE SEE SHEET #5
BRADFORD PARK
ORMOND BEACH • FLORIDA
DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
REVISIONS
2 11/16/2023 REVISED PER CITY COMMENTS SLB
1 08/31/2023 REVISED PER CITY COMMENTS MAG
NO. DATE DESCRIPTION BY
SHEET NO. 3
Drawn By: M. GRECO
Date: 06/21/2023
JOB # 23-20
SCALE 1"=40'
SEAL



BRADFORD PARK
ORMOND BEACH • FLORIDA

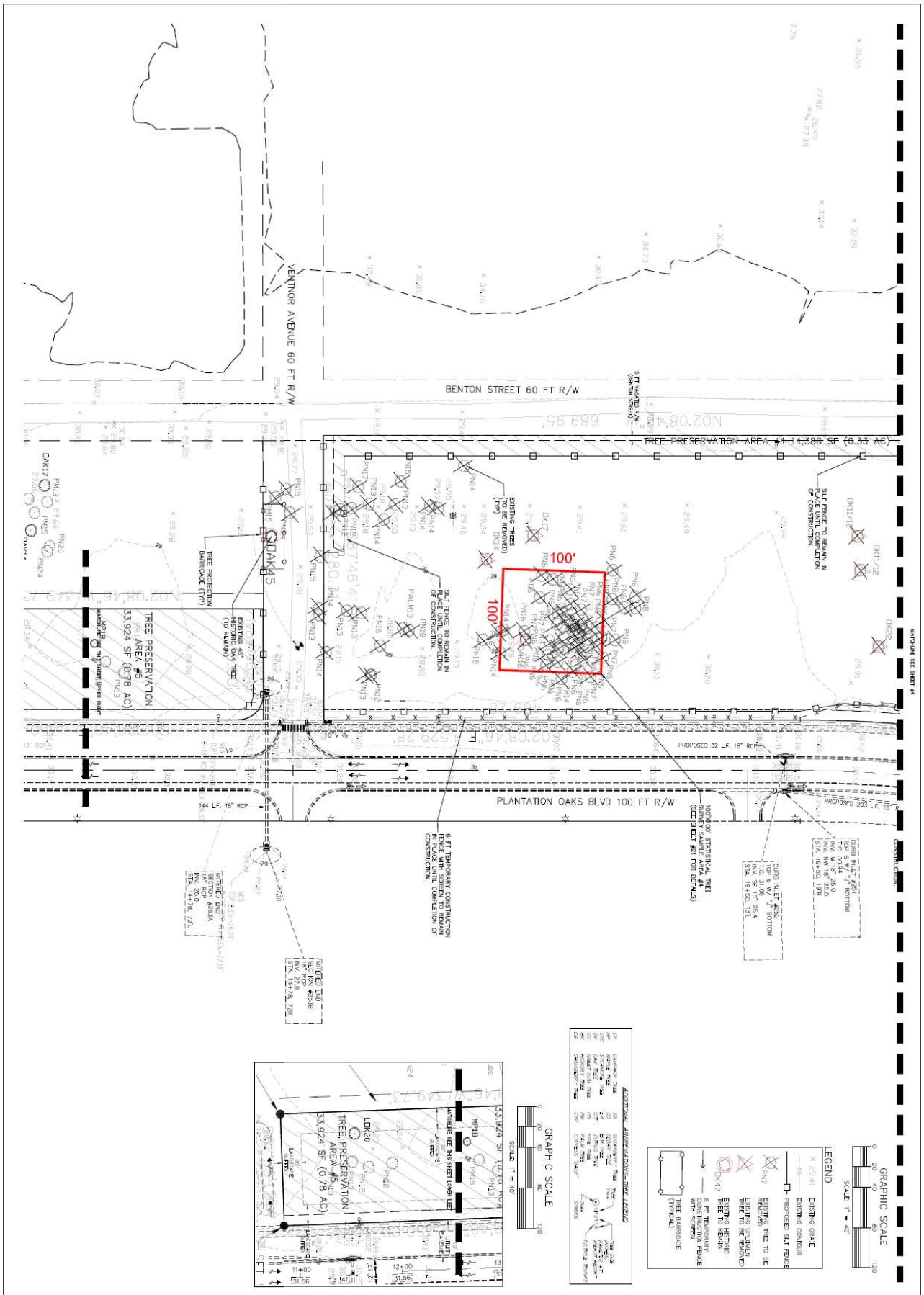
DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN

SHEET NO. 4
Drawn By: M. GREGO
Date: 06/21/2023
JOB # 23-20
SCALE 1"=40'
SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6892 FAX (386) 677-2114 E-MAIL: pmh@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39945 P.L.A. #0001053, STEVE RUSSELL P.E. #63985 P.L.A. #6666701
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS



SEAL

SHEET NO. 5

SCALE 1"=40'

JOB # 23-20

Drawn By: M. GRECO

Date: 06/27/2023

BRADFORD PARK

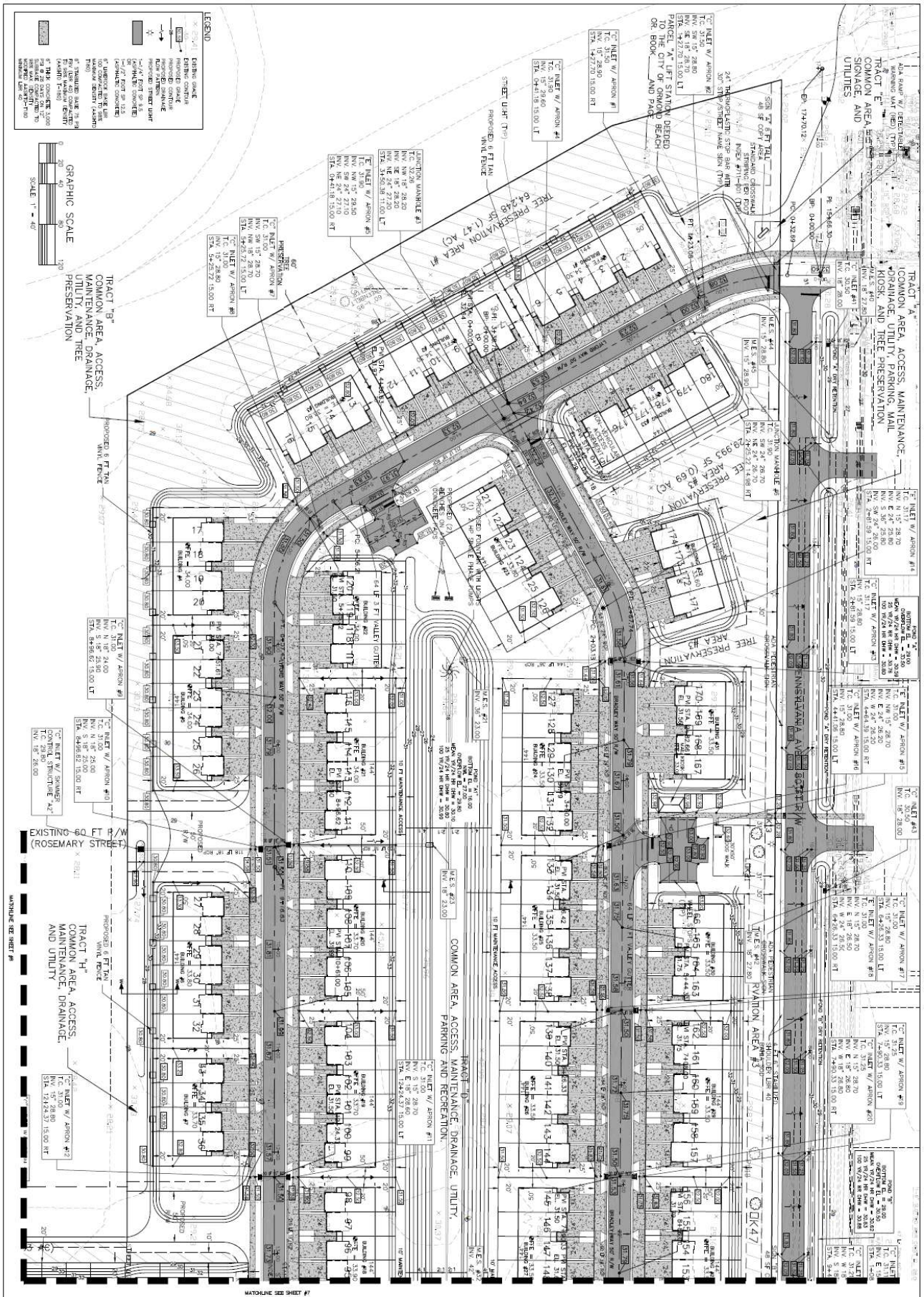
ORMOND BEACH • FLORIDA

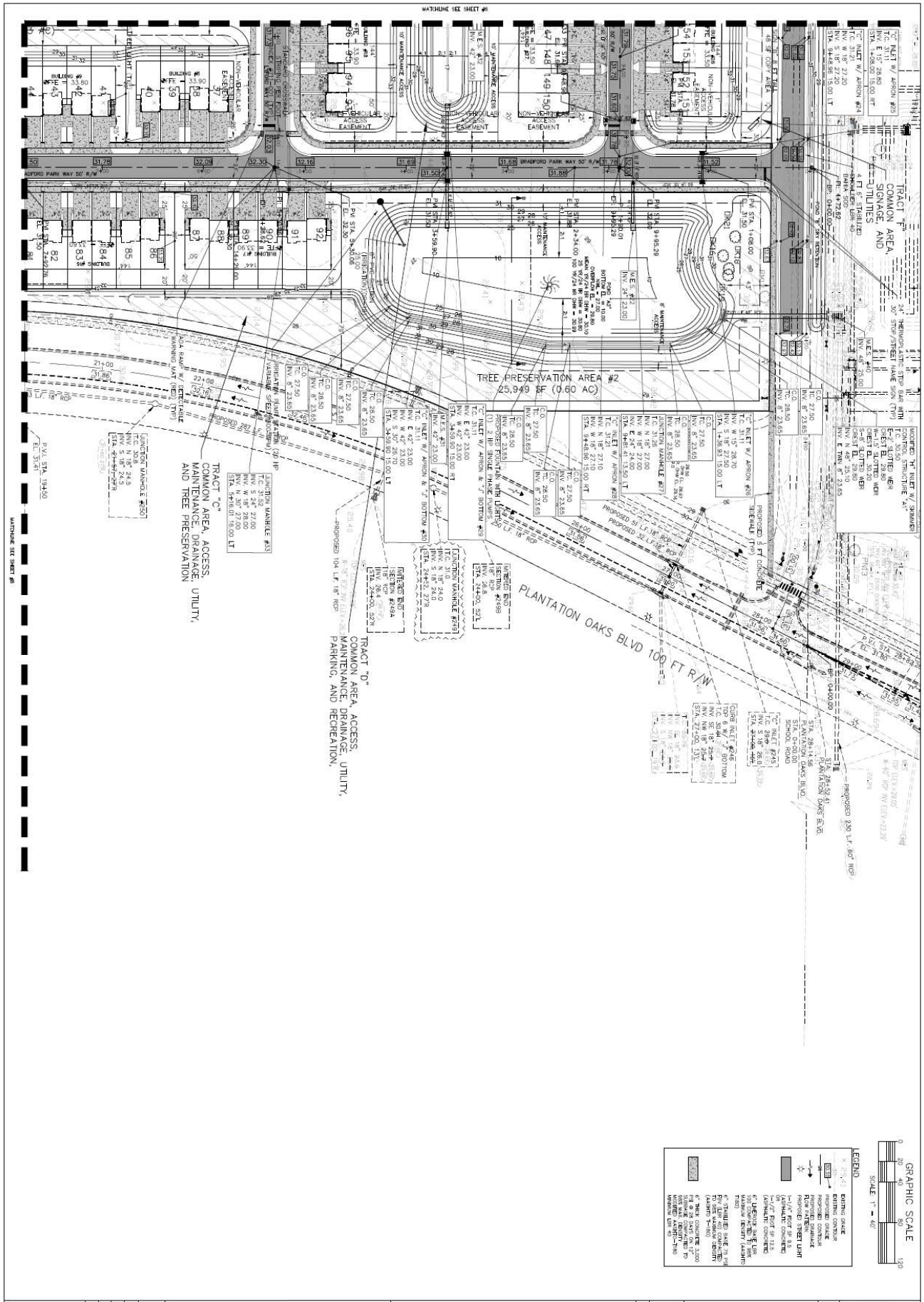
DEMOLITION, EROSION CONTROL & WETLAND IMPACT PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE • HOLLY HILL, FLORIDA 32117
(386) 677-8891 FAX (386) 677-2114 E-MAIL: pm@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #39645 R.L.A. #6001553, STEVE RUSNELL P.E. #53685 R.L.A. #6667011
(CERTIFICATE OF AUTHORIZATION NUMBER 00003910)

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLR
1	08/31/2023	REVISED PER CITY COMMENTS	MJG

REVISIONS


LEGEND
GRAPHIC SCALE
TRACT "A" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK, AND TREE PRESERVATION
TRACT "B" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION
TRACT "C" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING AND RECREATION
TRACT "D" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING AND RECREATION
TRACT "E" COMMON AREA, SIGNAGE, AND UTILITIES
TRACT "H" COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITY
EXISTING 60 FT R/W (ROSEMARY STREET)
MATCHLINE SEE SHEET #8
MATCHLINE SEE SHEET #7
BRADFORD PARK
ORMOND BEACH • FLORIDA
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
2 11/16/2023 REVISED PER CITY COMMENTS SLB
1 08/31/2023 REVISED PER CITY COMMENTS MAG
NO. DATE DESCRIPTION BY
REVISIONS
SHEET NO. 6
Drawn By: M. GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: 1"=40'
SEAL


MATCHLINE SEE SHEET #8
MATCHLINE SEE SHEET #9
TREE PRESERVATION AREA #2
25,949 SF (0.60 AC)
TRACT "F"
COMMON AREA, SIGNAGE, AND UTILITIES
TRACT "C"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND TREE PRESERVATION UTILITY,
TRACT "D"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.
PLANTATION OAKS BLVD 100 FT R/W
BRADFORD PARK WAY 50' R/W
ADFORD PARK WAY 50' R/W
NON-EXCLUSIVE ACCESS EASEMENT
BUILDING #6 FF 33.90
BUILDING #7 FF 33.90
BUILDING #8 FF 33.90
BUILDING #9 FF 33.90
BUILDING #10 FF 33.90
BUILDING #11 FF 33.90
BUILDING #12 FF 33.90
BUILDING #13 FF 33.90
BUILDING #14 FF 33.90
BUILDING #15 FF 33.90
BUILDING #16 FF 33.90
BUILDING #17 FF 33.90
BUILDING #18 FF 33.90
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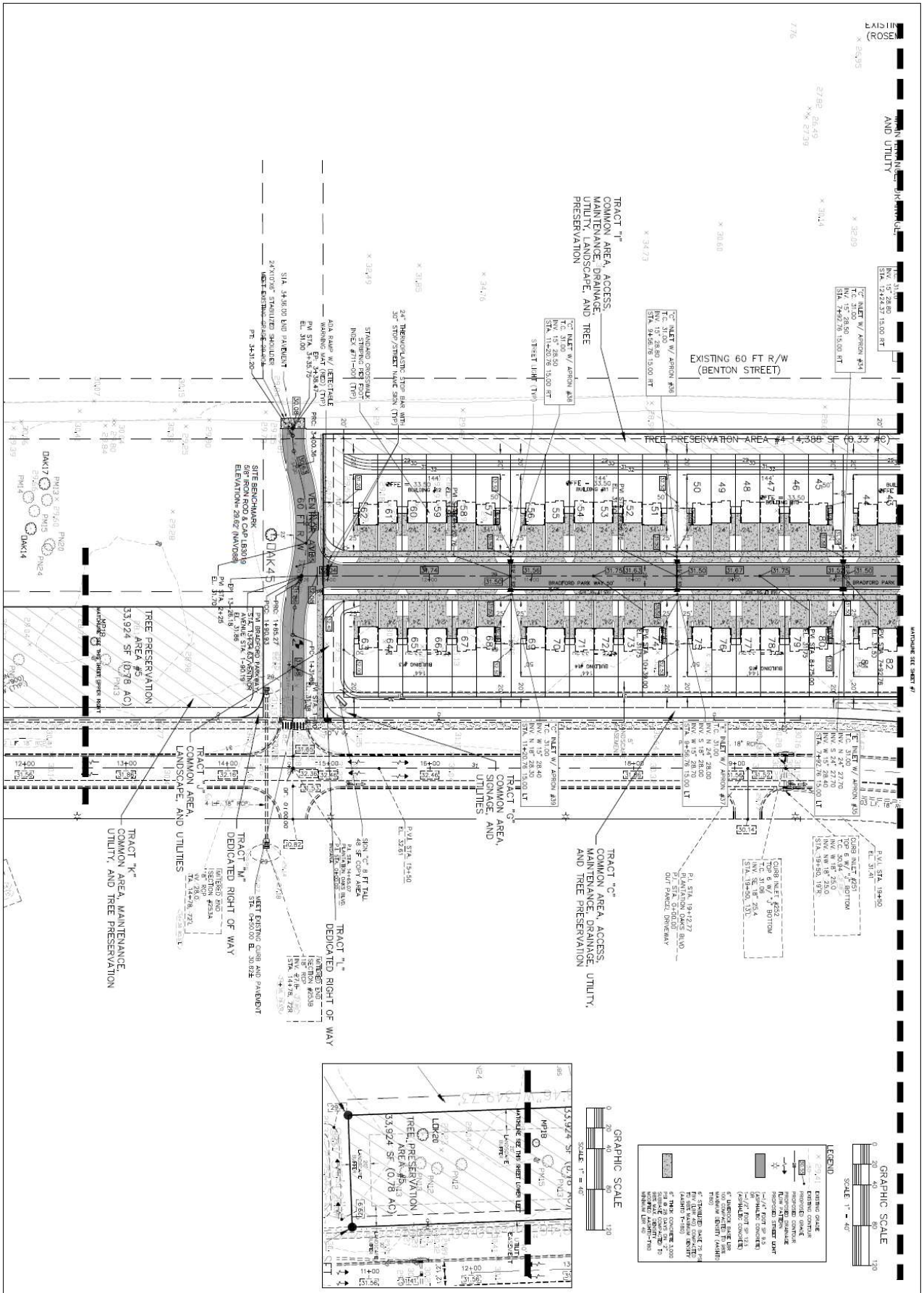
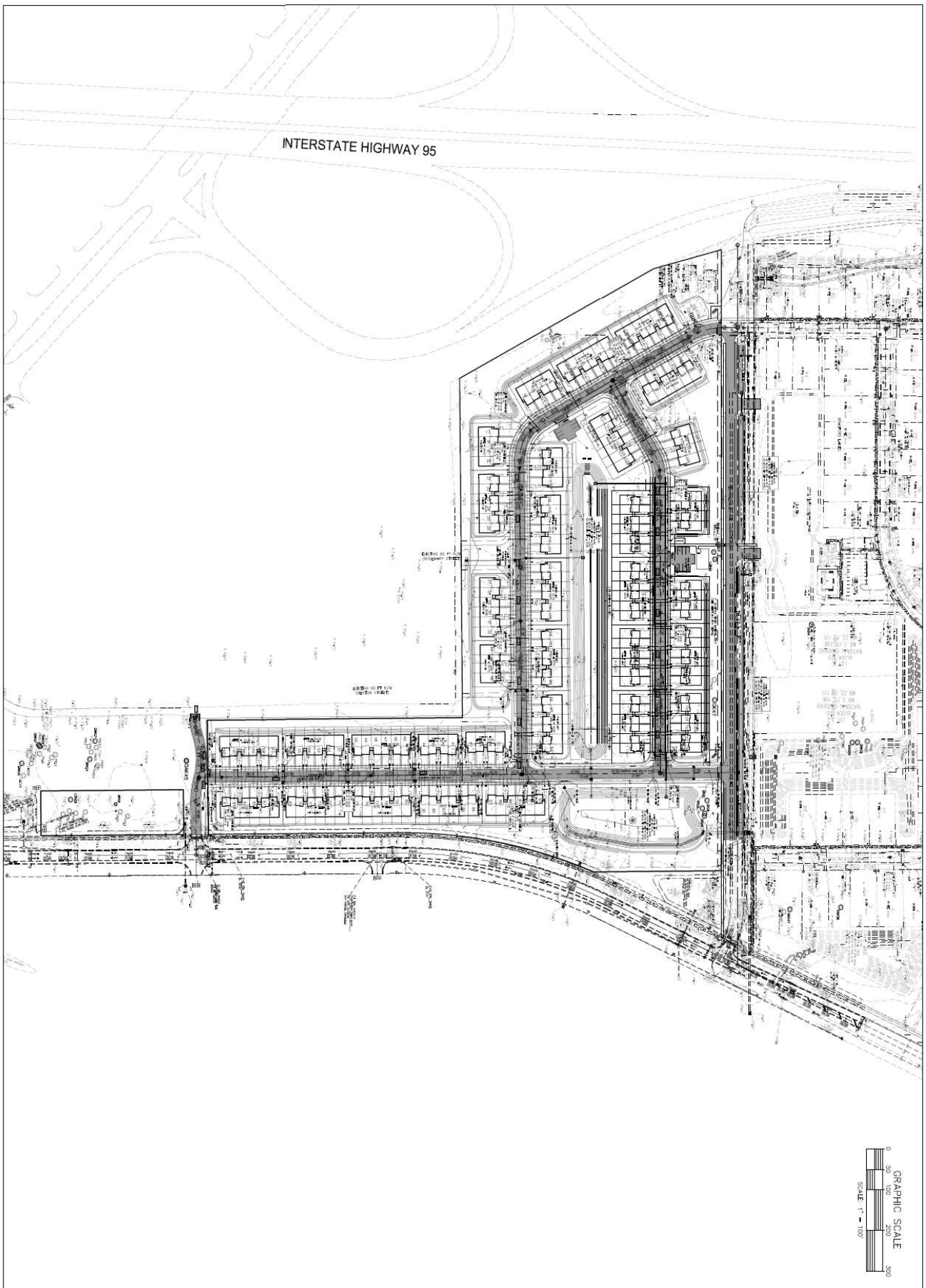
BUILDING #81 FF 33.90
BUILDING #82 FF 33.90
BUILDING #83 FF 33.90
BUILDING #84 FF 33.90
BUILDING #85 FF 33.90
BUILDING #86 FF 33.90
BUILDING #87 FF 33.90
BUILDING #88 FF 33.90
BUILDING #89 FF 33.90
BUILDING #90 FF 33.90
BUILDING #91 FF 33.90
BUILDING #92 FF 33.90
SCHOOL ROAD
PROPOSED 280 L.F. 18" RCP
PROPOSED 104 L.F. 18" RCP
PROPOSED 32 L.F. 18" RCP
PROPOSED 230 L.F. 60" RCP
PROPOSED 5 FT CONCRETE SIDEWALK (TYP)
PROPOSED 6" THICK CONCRETE DRIVEWAY (TYP)
PROPOSED 6" THICK CONCRETE SIDEWALK


EXISTING 60 FT R/W
(BENTON STREET)
TREE PRESERVATION AREA #4 14,388 SF (0.33 AC)
TRACT "I"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, LANDSCAPE, AND TREE PRESERVATION
TRACT "J"
COMMON AREA, LANDSCAPE, AND UTILITIES
TRACT "K"
COMMON AREA, MAINTENANCE, UTILITY, AND TREE PRESERVATION
TRACT "M"
DEDICATED RIGHT OF WAY
TRACT "L"
DEDICATED RIGHT OF WAY
TRACT "G"
COMMON AREA, SIGNAGE, AND UTILITIES
TRACT "C"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION
TREE PRESERVATION AREA #5
33,924 SF (0.78 AC)
BRADFORD PARK WAY
GRAPHIC SCALE
LEGEND
BRADFORD PARK
ORMOND BEACH • FLORIDA
CIVIL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
2 11/16/2023 REVISED PER CITY COMMENTS SLB
1 08/31/2023 REVISED PER CITY COMMENTS MAG
NO. DATE DESCRIPTION BY
REVISIONS
SCALE 1"=40'
JOB # 23-20
Date: 06/21/2023
Drawn By: M. GRECO
SHEET NO. 8



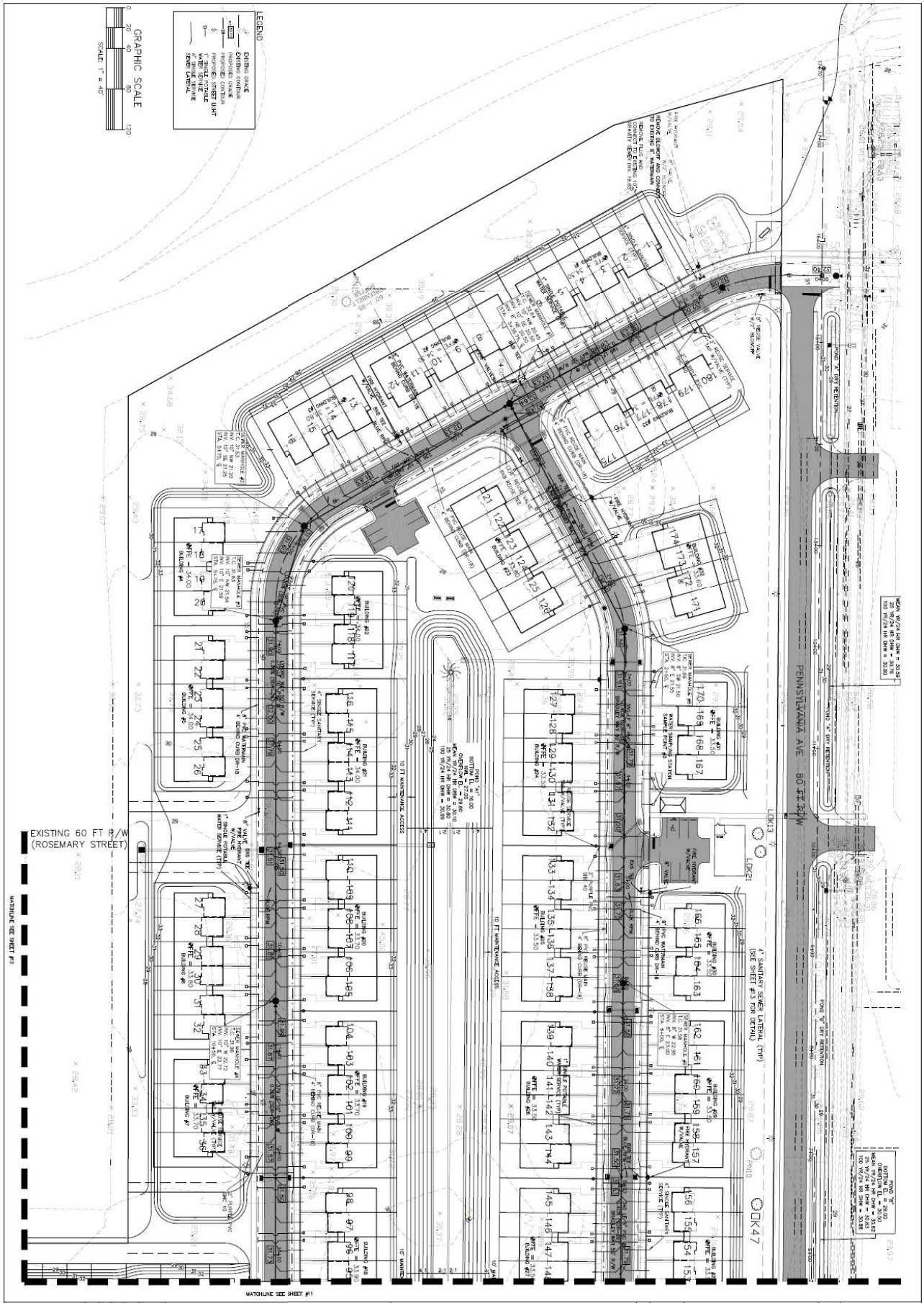
BRADFORD PARK
ORMOND BEACH • FLORIDA

OVERALL UTILITY PLAN

SHEET NO. 9
Drawn By: GLB
Date: 06/27/2023
Job #:
SCALE 1"=100'

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE RUSHELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	GLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC



SEAL

SHEET NO. 10

SCALE: 1"=40'

JOB #

Drawn By: SLB

Date: 06/21/2023

BRADFORD PARK

ORMOND BEACH * FLORIDA

UTILITY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

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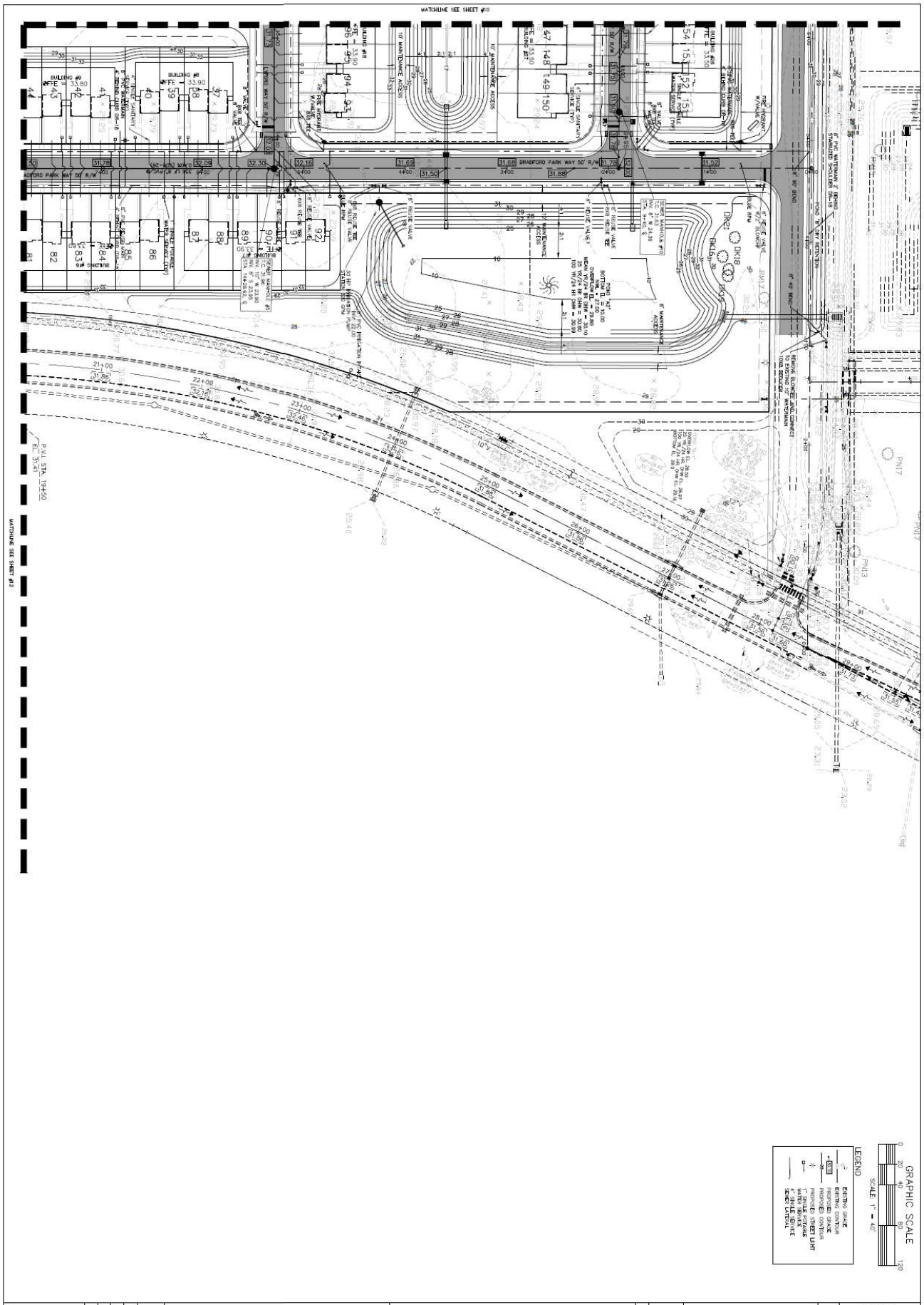
PARKER MYNCHENBERG P.E. #33640 R.L.A. #0001553 STEVE BUSHELL P.E. #57685 R.L.A. #6667011

CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION
		REVISIONS
2	11/16/2023	REVISED PER CITY COMMENTS SLB
1	08/31/2023	REVISED PER CITY COMMENTS MAC

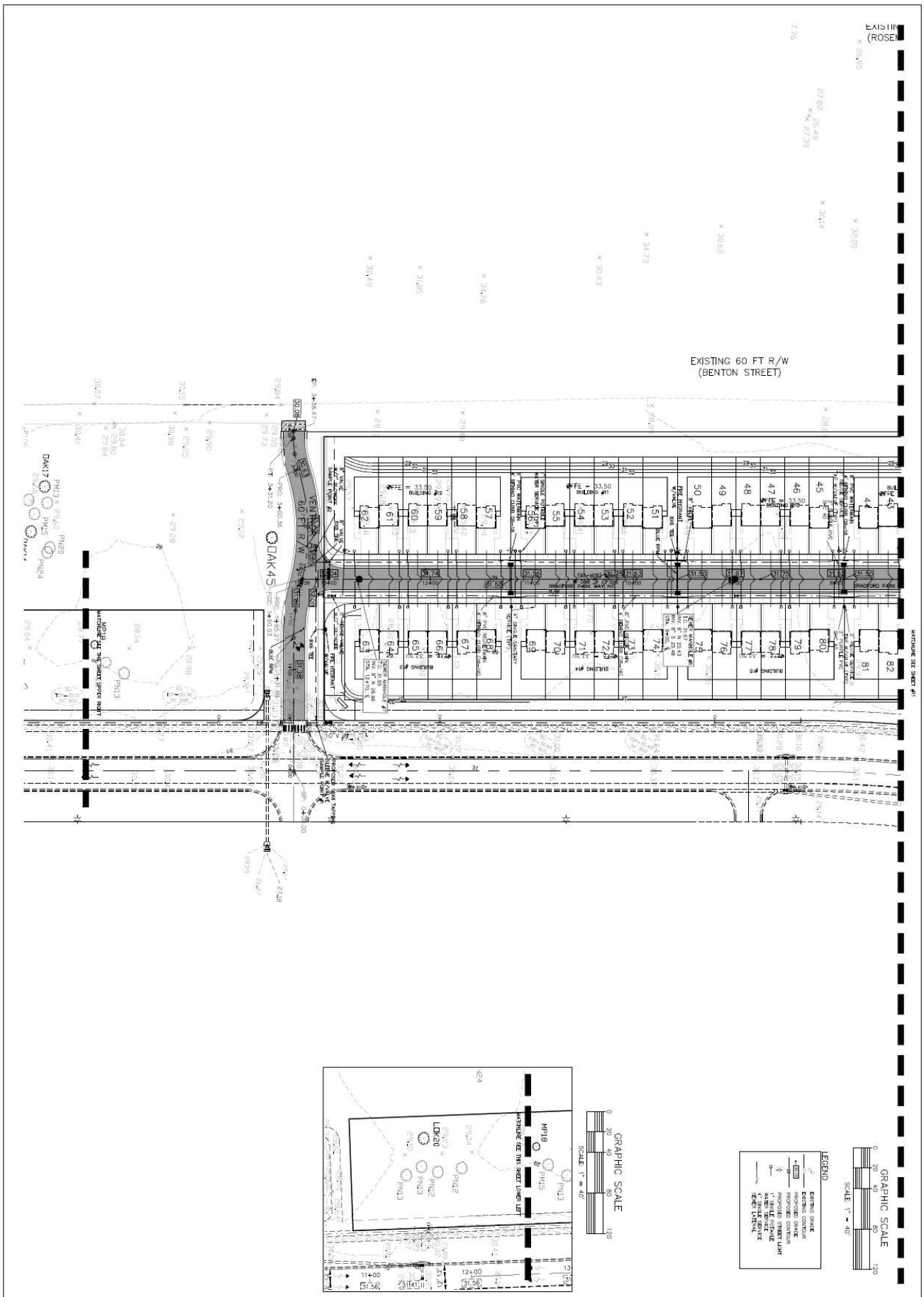


SEAL	SCALE 1"=40'	BRADFORD PARK ORMOND BEACH • FLORIDA UTILITY PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: pmh@parkermynchenberg.com PARKER MYNCHENBERG P.E. #20445 R.L.A. #0001053, STEVE BUSHELL P.E. #53685 R.L.A. #6667011 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS

Job # | Drawn By: SLB | Date: 06/21/2023 | SHEET NO. 11



BRADFORD PARK
ORMOND BEACH • FLORIDA

UTILITY PLAN

SHEET NO. 12

SCALE 1"=40'
JOB #
Drawn By: SLB
Date: 06/27/2023

SEAL

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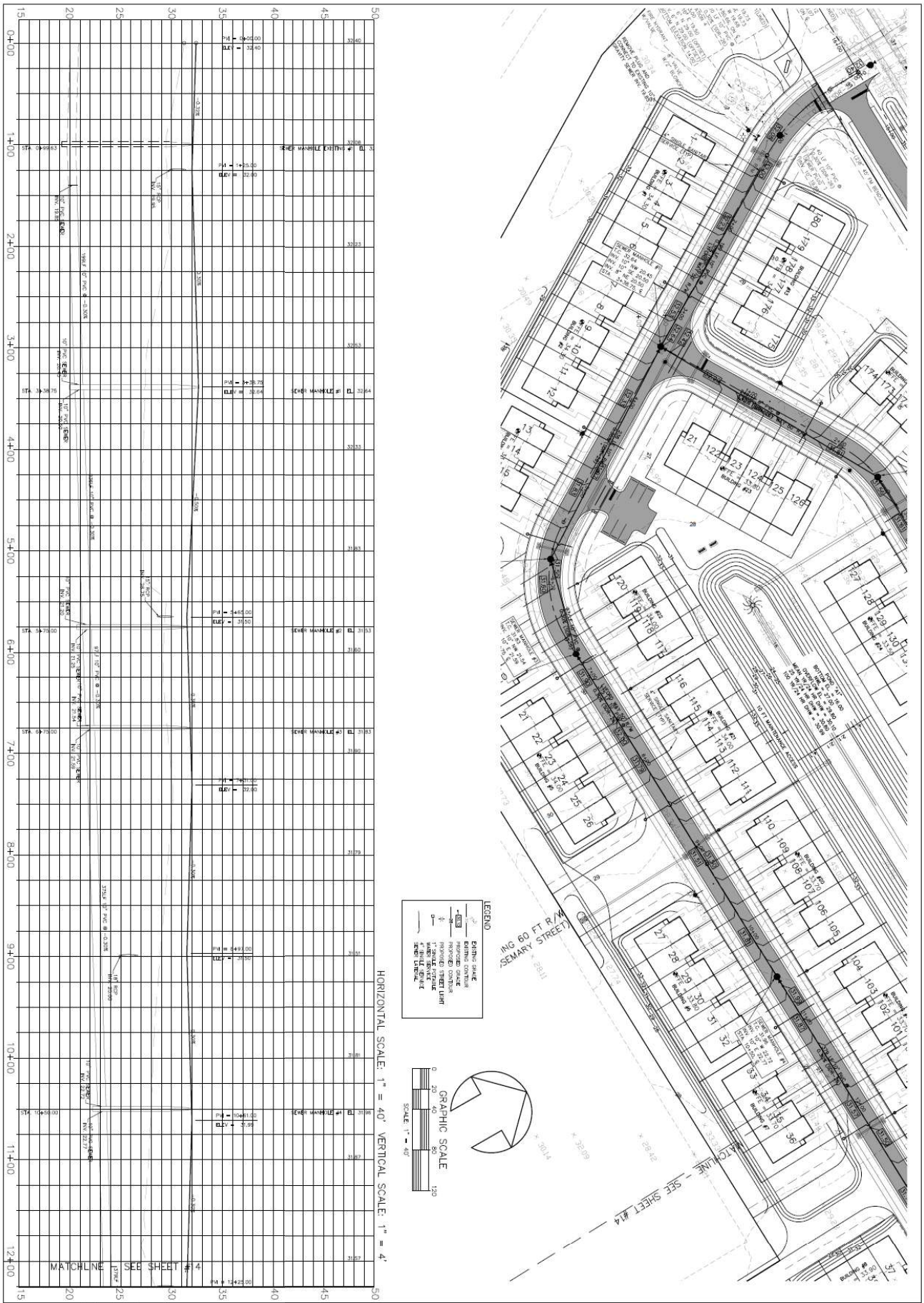
PARKER MYNCHENBERG P.E. #20645 R.L.A. #0001553 STEVE SUSSELL P.E. #73585 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

REVISIONS



SEAL

SCALE: 1"=40'

JOB #

Drawn By: RLB

Date: 06/02/2023

SHEET NO. 13

BRADFORD PARK
ORMOND BEACH • FLORIDA
PLAN AND PROFILE
LYFORD WAY
STA. 0+00.00 – STA. 12+00.00

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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001053, STEVE BUSHNELL P.E. #63985 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910

NO.	DATE	DESCRIPTION	BY
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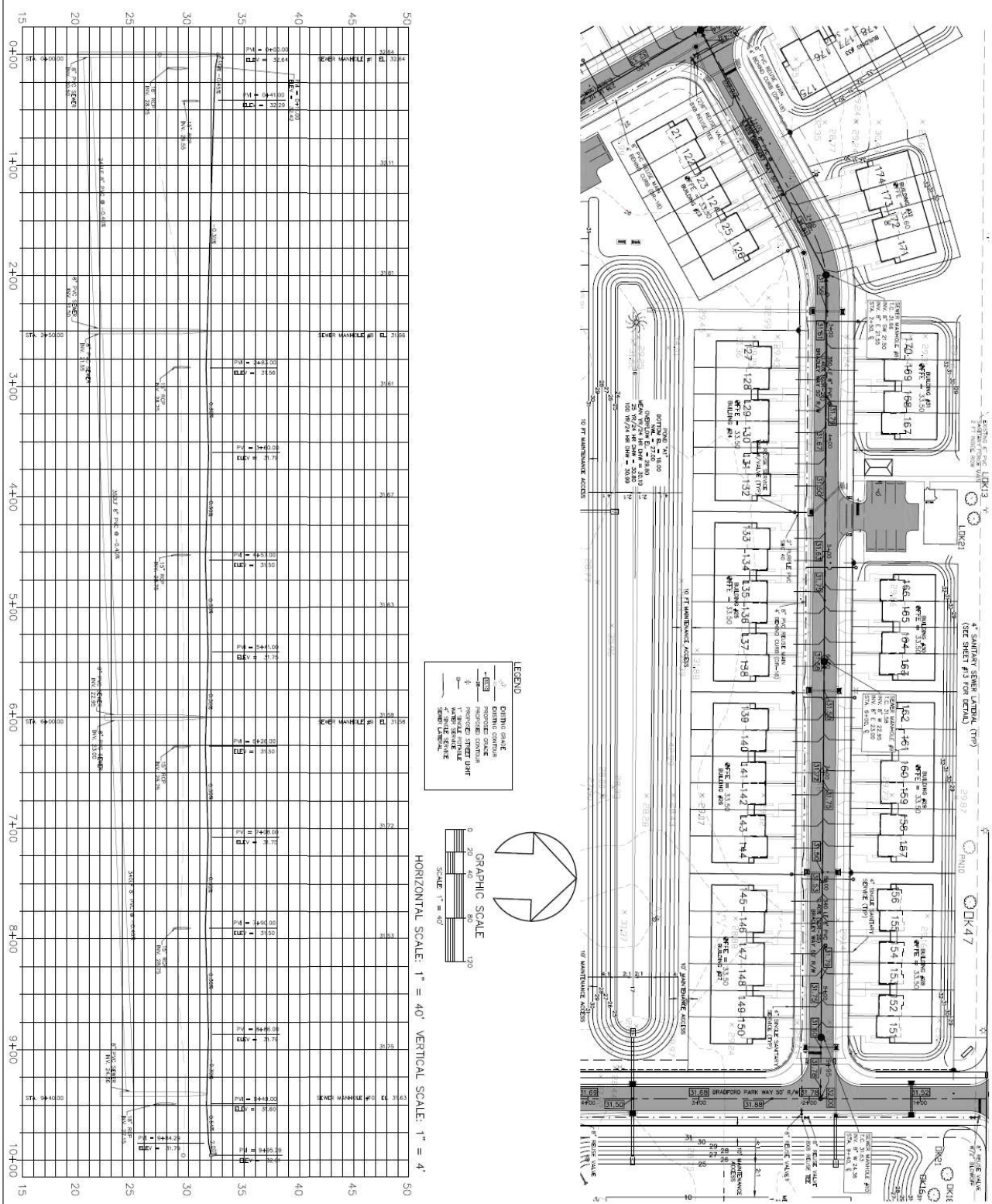
1	08/31/2023	REVISED PER CITY COMMENTS	MAC

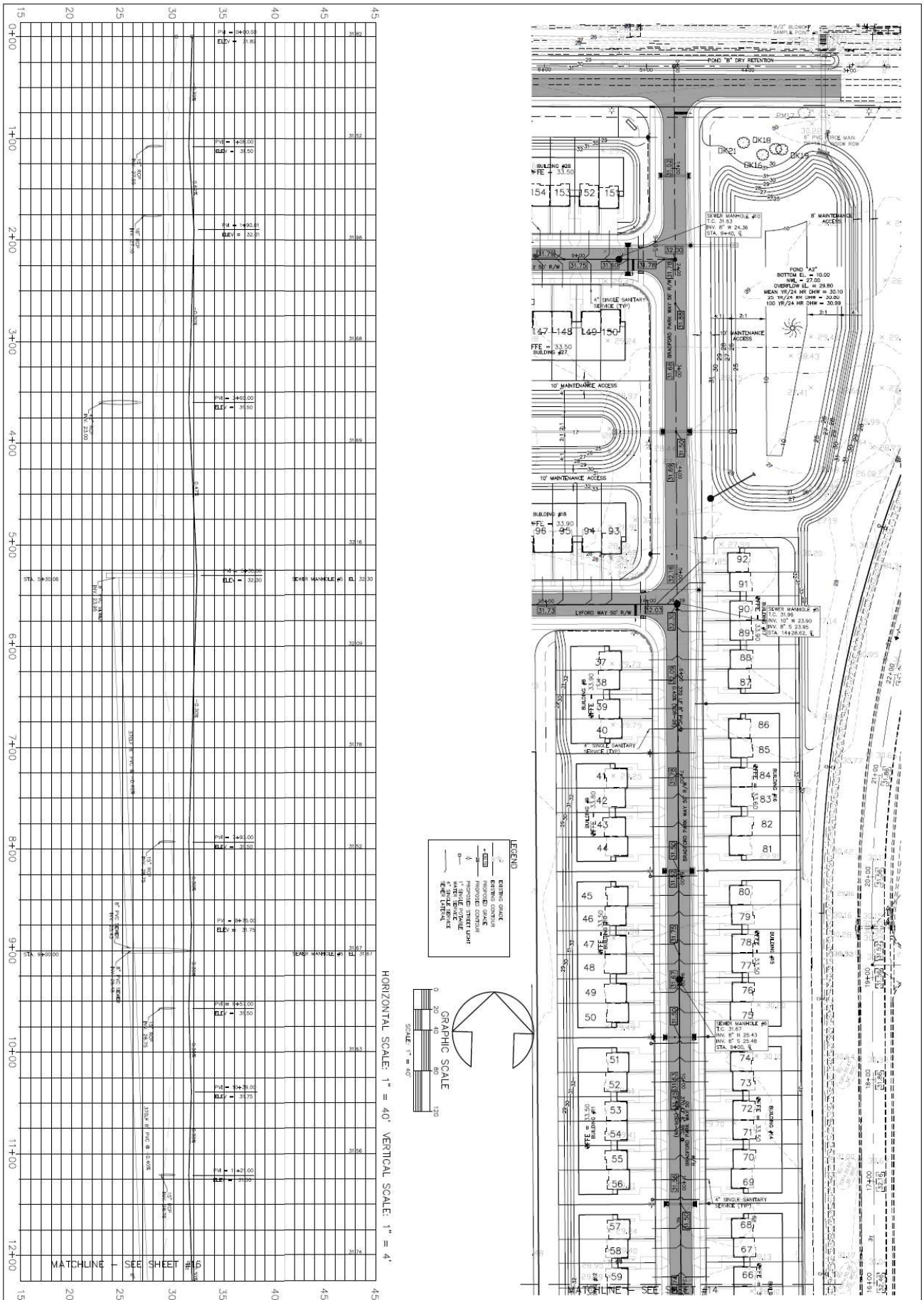
REVISIONS



SEAL	SHEET NO. 14	BRADFORD PARK ORMOND BEACH • FLORIDA PLAN AND PROFILE BRADLEY WAY STA. 0+00.00 – STA. 9+95.29	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011 CERTIFICATE OF AUTHORIZATION NUMBER 00003910
Drawn By: SLB	Date: 06/21/2023		
JOB #	SCALE: 1"=40'		

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS



BRADFORD PARK
ORMOND BEACH • FLORIDA
PLAN AND PROFILE
BRADFORD PARK WAY
STA. 0+00.00 – STA. 12+00.00

SHEET NO. 15

SCALE: 1"=40'
JOB #
Drawn By: SLB
Date: 06/21/2023

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.
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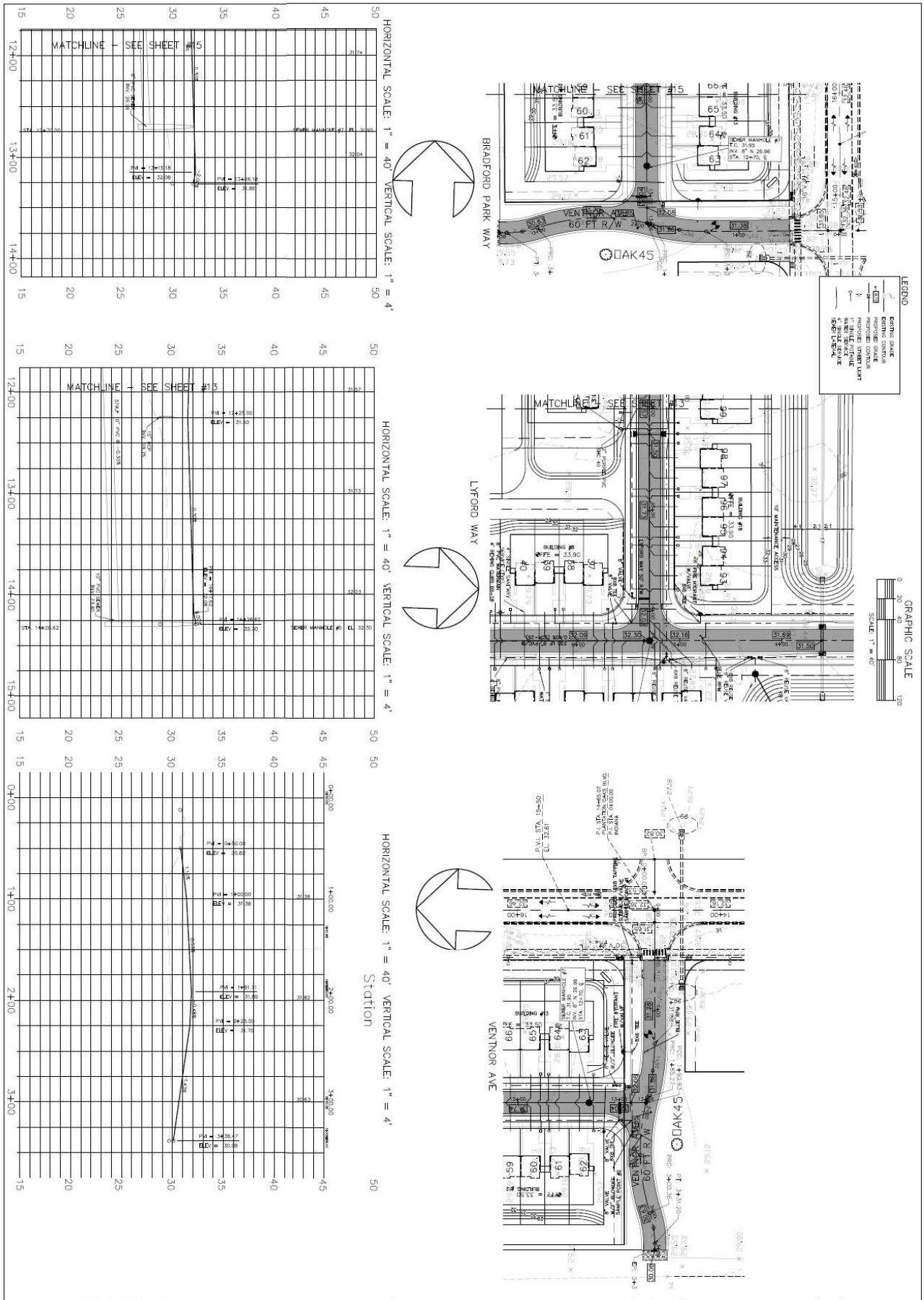
(386) 677-6691 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #63985 R.L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS



SEAL	SCALE: 1"=40'	SHEET NO. 16	BRADFORD PARK PLAN AND PROFILE ORMOND BEACH • FLORIDA BRADFORD PARK WAY STA. 12+00.00 TO STA. 13+34.63 LYFORD WAY STA. 12+00.00 TO STA. 14+28.62 VENTNOR AVENUE STA. 0+00.00 – STA. 3+35.75

PARKER MYNCHENBERG & ASSOCIATES, INC.
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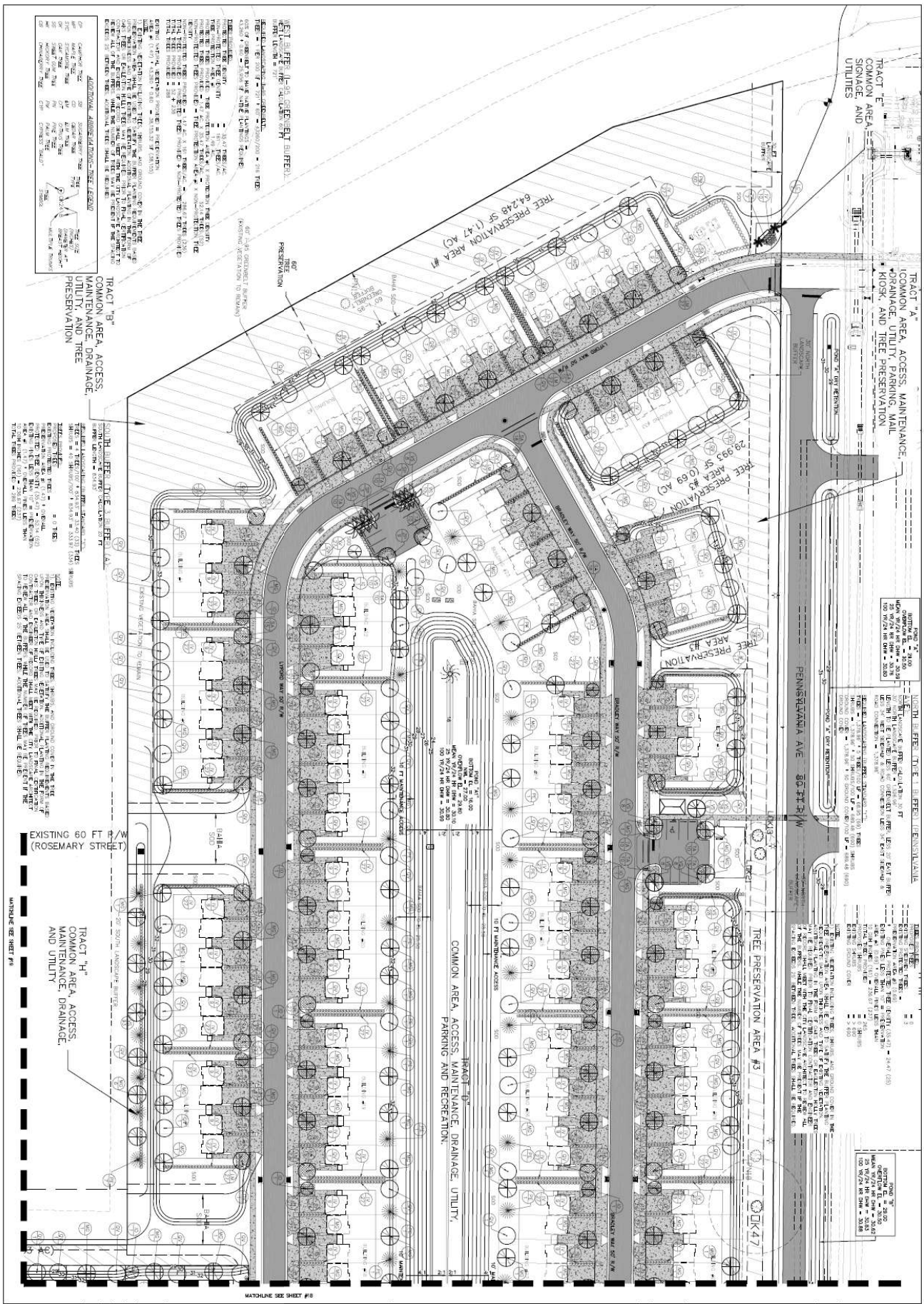
PARKER MYNCHENBERG P.E. #12645 R.L.A. #0001553, STEVE BUSHELL P.E. #53685 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

REVISIONS

Job # 409
Date: 06/21/2023
Drawn By: SLB



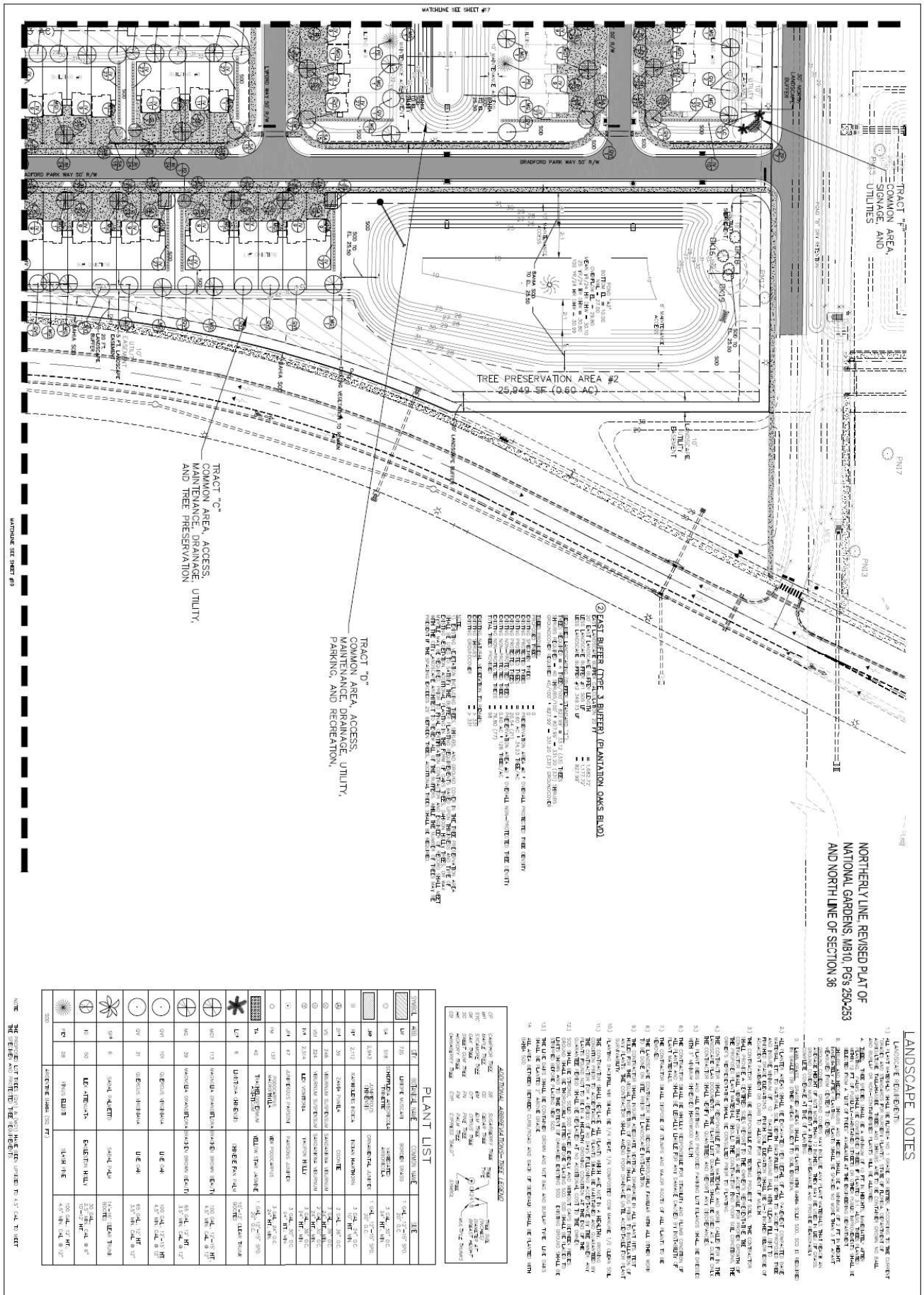
BRADFORD PARK
ORMOND BEACH • FLORIDA

LANDSCAPE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL pma@parker-mynchenberg.com
PARKER MYNCHENBERG P.E. #39845, R.L.A. #0001553, STEVE RUSNELL P.E. #53685, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAS
		REVISIONS	

SHEET NO. 17
Drawn By: M. GREGG
Date: 06/21/2023
JOB # 23-20
SCALE: 1"=40'
SEAL



SYMBOL	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE		
	LM	735	LIRIOPE MUSCARI	BORDER GRASS	1 GAL. 12"-15" SPD.		
	MC	59	MUHLENBERGIA CAPILLARIS	ATHERTON GRASS	3 GAL. 24"-30" SPD.		
	SA	518	SERENOA REPENS	SAW PALMETTO	15 GAL. 5'-6' OA.		
	SM	2,943	SPARTINA BAKERI 'TURF TERRA'	DWARF CORDGRASS	1 GAL. 12"-15" SPD.		
	ST	2,113	STENOTAPHRUM SECUNDATUM 'FLORATAM'	FLORATAM ST. AUGUSTINE	1 GAL. 6" O.C.		
	TH	2,114	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	1 GAL. 12" O.C.		
	VH	2,514	VERBENA HORTENSIS	PURPLE VERBENA	1 GAL. 12" O.C.		
	VO	1,247	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL. 24" O.C.		
	VS	326	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	15 GAL. 36" O.C.		
	LE*	2,514	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER	3 GAL. 24" O.C.		
	JH	47	JUNIPERUS CHINENSIS 'TORULOSA'	HOLLYWOOD JUNIPER	3 GAL. 24" O.C.		
	PM	130	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	3 GAL. 24" O.C.		
	TA	40	TABEBUIA ARGENTEA	SILVER TRUMPET TREE	1 GAL. 12" O.C.		
	L*	6	LIGUSTRUM JAPONICUM	WAX LEAF LIGUSTRUM	12' HT. CAL. 4" MIN. @ 6"		
	MC1	113	MAGNOLIA GRANDIFLORA 'HASSE'	DWARF SOUTHERN MAGNOLIA	100 GAL. 12'-14' HT. 4.5" MIN. CAL @ 12"		
	MG	39	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN BEAUTY'	BRACKENS BROWN BEAUTY	65 GAL. 12' HT. 3.5" MIN. CAL @ 12"		
	QVH	100	QUERCUS VIRGINIANA	LIVE OAK	100 GAL. 12'-14' HT. 4.5" MIN. CAL @ 12"		
	QV	31	QUERCUS VIRGINIANA	LIVE OAK	15 GAL. 12' HT. 2.5" MIN. CAL @ 12"		
	SPA	6	SABAL PALMETTO	SABAL PALM	MATCH OTHER TREES		
	SP	50	SABAL PALMETTO	SABAL PALM	30 GAL. 24' HT. 10'-12' CT.		
	LC	28	LIGUSTRUM JAPONICUM 'TEXANUM'	TEXAS WAX LEAF LIGUSTRUM	100 GAL. 12' HT. 4.5" MIN. CAL @ 12"		

NOTE: THE PROPOSED LOT TREES (QVH) & (MC) HAVE BEEN UPSIZED TO 4.5" CAL TO MEET THE REVIEW AND PROTECTED TREE REQUIREMENTS

3	12/13/2023	REVISED PER CITY COMMENTS
2	11/16/2023	REVISED PER CITY COMMENTS
1	08/31/2023	REVISED PER CITY COMMENTS
NO.	DATE	DESCRIPTION

REVISIONS

BY: SLR, SLR, MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #39545 R.L.A. #0001553, STEVE BUSWELL P.E. #59885 R.L.A. #6667001
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

BRADFORD PARK
ORMOND BEACH • FLORIDA
LANDSCAPE PLAN

SHEET NO. 18
Drawn By: M. GREGO
Date: 06/21/2023
Job # 23-20
SCALE: 1"=40'

SEAL

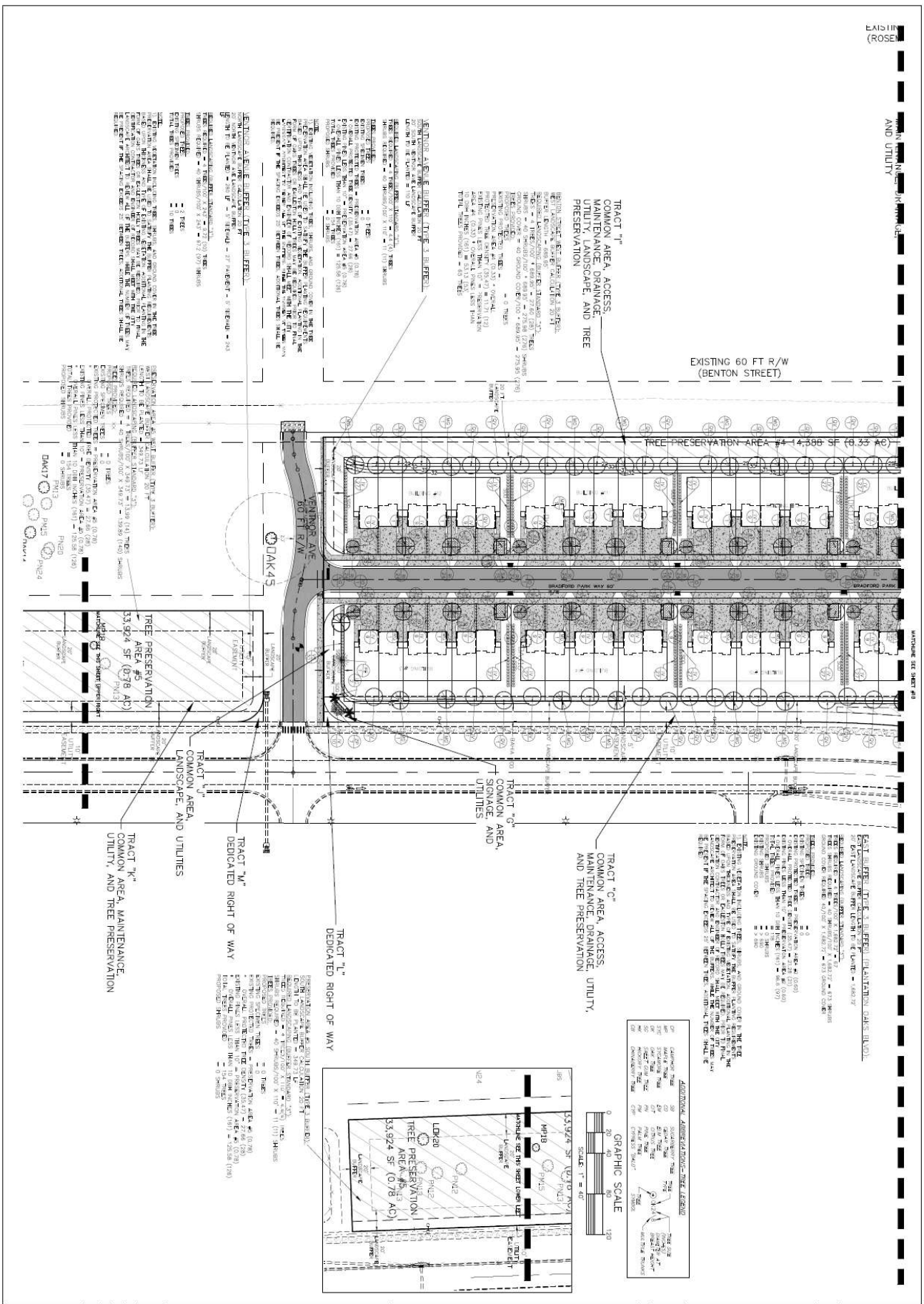

EXISTING 60 FT R/W
(BENTON STREET)
TRACT "I"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, LANDSCAPE, AND TREE PRESERVATION
TREE PRESERVATION AREA #4 14,388 SF (0.33 AC)
VENTNOR AVE
60 FT R/W
TREE PRESERVATION AREA #5
33,924 SF (0.78 AC)
TRACT "J"
COMMON AREA, LANDSCAPE, AND UTILITIES
TRACT "K"
COMMON AREA, MAINTENANCE, UTILITY, AND TREE PRESERVATION
TRACT "M"
DEDICATED RIGHT OF WAY
TRACT "L"
DEDICATED RIGHT OF WAY
TRACT "G"
COMMON AREA, SIGNAGE, AND UTILITIES
TRACT "C"
COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, AND TREE PRESERVATION
GRAPHIC SCALE
SCALE: 1" = 40'
BRADFORD PARK
ORMOND BEACH • FLORIDA
LANDSCAPE PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
2 11/16/2023 REVISED PER CITY COMMENTS SLB
1 08/31/2023 REVISED PER CITY COMMENTS MAG
NO. DATE DESCRIPTION BY
REVISIONS
19
SHEET NO.
Drawn By: M. GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: 1"=40'
SEAL

EXHIBIT "B"
Page 23 of 24

OVERALL TREE CALCULATIONS

TREES REQUIRED:

OVERALL DENSITY	=	1 TREE / 1,500 SF
TREES REQUIRED	=	SITE AREA * OVERALL DENSITY
TREES REQUIRED	=	24.92 AC * 43560 SF/AC /1,500 SF
TREES REQUIRED	=	**724** TREES
PROTECTED TREE MITIGATION REQUIRED	=	**531** TREES (SEE PROTECTED TREE MITIGATION CALCULATIONS)
TOTAL TREES REQUIRED	=	**1,255** TREES

TREES PROVIDED:

EXISTING

EXISTING SPECIMEN TREES TO REMAIN	=	**10.0**
EXISTING PROTECTED TREES TO REMAIN	=	TREE PRESERVATION AREAS (1-5) * PROTECTED TREE DENSITY
EXISTING PROTECTED TREES TO REMAIN	=	3.87 AC * 34.23 TREES/AC
EXISTING PROTECTED TREES TO REMAIN	=	**132.0**
EXISTING NON-PROTECTED TREES TO REMAIN	=	TREE PRESERVATION AREAS (1-5) * NON-PROTECTED TREE DENSITY
EXISTING NON-PROTECTED TREES TO REMAIN	=	3.87 AC * 128 TREES/AC
EXISTING NON-PROTECTED TREES TO REMAIN	=	**495.0** (PINES LESS THAN 10" DBH)
SUBTOTAL (EXISTING)	=	**637.0**

PROPOSED

PALM TREES =	**12** @ 1/3 Tree Credit		**4**
2.5 " CAL TREES =	**50** @ 1 Tree Credit	=	**50**
3.0 " CAL TREES =	**0** @ 1.44 Tree Credits	=	-
3.5 " CAL TREES =	**70** @ 1.96 Tree Credits	=	**137**
4.5 " CAL TREES =	**242** @ 3.24 Tree Credits	=	**784**
4.5 " CAL TREES =	**-77** @ 3.24 Tree Credits	=	**(249)** A TOTAL OF 77-4.5" CAL TREES ARE REQUIRED TO BE USED FOR SPECIMEN TREE MITIGATION. THESE TREES HAVE BEEN REMOVED FROM THE OVERALL CALCULATIONS

SUBTOTAL (PROPOSED) = **726**

TOTAL TREES PROVIDED (EXISTING & PROPOSED) = **1,363**

SUMMARY

TOTAL TREES REQUIRED = **1,255** OK
TOTAL TREES PROVIDED (EXISTING & PROPOSED) = **1,363** YES

PROTECTED TREES IN UPLANDS & WETLANDS

Upland Sample Area Summary

(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	(100'x100') Sample 4
0	4	1	3

Wetland Sample Area Summary

(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	Total
30	1	16	55

Total Number of Protected Trees = 55 trees in all sample areas
Total Number of Sample Areas = 7
Average Number of Trees per Sample Area = Total Number of Trees / Total Number of Sample Areas
Average Number of Trees per Sample Area = 55 / 7
Average Number of Trees per Sample Area = 7.86 Trees per 10,000 SF

Protected Tree Density = 7.86 * 43560 /10,000
Protected Tree Density = 34.23 Trees / AC

Total Site Area =	1,085,495 SF =	24.92	AC
Total Impervious Construction =	482,610 SF =	11.08	AC
Total Other Construction =	434,383 SF =	9.97	AC
Total Buffers & Tree Preservation =	168,502 SF =	3.87	AC

A. PROTECTED TREES MITIGATION FORM

1. Total Number of Protected Trees to be removed due to impervious construction — **379** trees

Calculation: Impervious Area * Protected Tree Density
482,610 SF / 43560 * 34.23 tree/AC

2. Remainder of Protected trees to be removed due to other construction — **341** trees

Calculation: Other Construction Area * Protected Tree Density
434,383 SF / 43560 * 34.23 tree/AC

3. Calculate the preserved tree density. Divide preserved protected trees by total area — **34.23** trees/AC

Calculation: Total Number of Protected Trees in the Sample Areas / Total Sample Area (in acres)
55 / 1.6070 AC
34.23

Tree Density less than 50 Trees/acre, proceed to #4
or
Tree Density more than 50 Trees/acre, proceed to #5

4. Enter number of trees from Line #1 — 379 /2 — **190** trees
Enter number of trees from Line #2 — + — **341** trees

Protected Tree Mitigation Total (2 1/2" caliper tree minimum) — Total = **531** trees

B. Specimen Trees

Specimen Total — 97 / total acreage of 24.9200 = 3.89 Trees per acre

75% (percent required to save) (X) 97 total specimen trees = 73 Min # of Specimen Trees to preserve

NON-PROTECTED TREES IN UPLANDS & WETLANDS

Upland Sample Area Summary

(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	(100'x100') Sample 4
40	33	40	35

Wetland Sample Area Summary

(100'x100') Sample 1	(100'x100') Sample 2	(100'x100') Sample 3	Total
2	12	43	205

Total Number of Non-Protected Trees = 205 trees in all sample areas
Total Number of Sample Areas = 7
Average Number of Trees per Sample Area = Total Number of Trees / Total Number of Sample Areas
Average Number of Trees per Sample Area = 205 / 7
Average Number of Trees per Sample Area = 29.29 Trees per 10,000 SF

Protected Tree Density = 29.29 * 43560 /10,000
Protected Tree Density = 128 Trees / AC

Tree Preservation ID	Tree Preservation Area (ac)	Non-Protected Tree Density (tree/ac)	# of non-protected trees
1	1.47	128	188
2	0.60	128	77
3	0.69	128	88
4	0.33	128	42
5	0.78	128	100
Total =	3.87		495

UPLAND SAMPLE AREA #1

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	29	No	No	No
PINE	7	7	No	No	No
PINE	8	4	No	No	No
Total Non-Protect Trees =		40			

UPLAND SAMPLE AREA #2

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	12	No	No	No
PINE	7	13	No	No	No
PINE	8	6	No	No	No
PINE	9	2	No	No	No
PINE	10	1	Yes	No	No
PINE	11	1	Yes	No	No
CEDAR	7	1	Yes	No	No
OAK	11	1	Yes	No	No
Total Non-Protect Trees =		33			

UPLAND SAMPLE AREA #3

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	19	No	No	No
PINE	7	11	No	No	No
PINE	8	6	No	No	No
PINE	9	4	No	No	No
PINE	10	1	Yes	No	No
Total Non-Protect Trees =		40			

UPLAND SAMPLE AREA #4

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	26	No	No	No
PINE	7	7	No	No	No
PINE	8	2	No	No	No
PINE	14	2	Yes	No	No
PINE	16	1	Yes	No	No
PALM	14	1	No	No	No
PALM	15	1	No	No	No
OAK	16	1	Yes	Yes	No
Total Non-Protect Trees =		35			

NOTE: PINE TREES ARE PROTECTED AT 10" DBH AND LARGER

WETLAND SAMPLE AREA #1

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	9	2	No	No	No
PINE	11	3	Yes	No	No
PINE	13	1	Yes	No	No
PINE	14	1	Yes	No	No
PINE	18	1	Yes	No	No
BALD CYPRESS	6	2	Yes	No	No
BALD CYPRESS	7	2	Yes	No	No
BALD CYPRESS	8	4	Yes	No	No
BALD CYPRESS	9	9	Yes	No	No
BALD CYPRESS	10	7	Yes	No	No
BALD CYPRESS	11	2	Yes	No	No
BALD CYPRESS	12	6	Yes	Yes	No
BALD CYPRESS	13	11	Yes	Yes	No
BALD CYPRESS	15	1	Yes	Yes	No
BALD CYPRESS	18	1	Yes	Yes	No
Total Non-Protect Trees =		2			

WETLAND SAMPLE AREA #2

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	6	7	No	No	No
PINE	7	3	No	No	No
PINE	8	1	No	No	No
PINE	9	1	No	No	No
PINE	13	1	Yes	No	No
Total Non-Protect Trees =		12			

WETLAND SAMPLE AREA #3

TYPE	DBH	QUANTITY	Protected	Specimen	Historic
PINE	4	1	No	No	No
PINE	6	11	No	No	No
PINE	7	10	No	No	No
PINE	8	11	No	No	No
PINE	9	10	No	No	No
PINE	10	10	Yes	No	No
PINE	11	4	Yes	No	No
PINE	12	1	Yes	No	No
PINE	13	1	Yes	No	No
Total Non-Protect Trees =		43			

BUILDING TREE REQUIREMENTS

LOT #	AREA	TREES REQUIRED 1/1500
BLDG 1 LOTS 1-6	15,580	10
BLDG 2 LOTS 7-12	15,580	10
BLDG 3 LOTS 13-16	11,055	7
BLDG 4 LOTS 17-20	12,093	8
BLDG 5 LOTS 21-26	15,579	10
BLDG 6 LOTS 27-32	15,579	10
BLDG 7 LOTS 33-36	11,020	7
BLDG 8 LOTS 37-40	11,437	8
BLDG 9 LOTS 41-44	11,020	7
BLDG 10 LOTS 45-50	15,580	10
BLDG 11 LOTS 51-56	15,580	10
BLDG 12 LOTS 57-62	15,579	10
BLDG 13 LOTS 63-68	15,579	10
BLDG 14 LOTS 69-74	15,580	10
BLDG 15 LOTS 75-80	15,580	10
BLDG 16 LOTS 81-86	15,580	10
BLDG 17 LOTS 87-92	15,580	10
BLDG 18 LOTS 93-98	16,870	11
BLDG 19 LOTS 99-104	15,580	10
BLDG 20 LOTS 105-110	15,589	10
BLDG 21 LOTS 111-116	15,580	10
BLDG 22 LOTS 117-120	12,047	8
BLDG 23 LOTS 121-126	15,578	10
BLDG 24 LOTS 127-132	15,580	10
BLDG 25 LOTS 133-138	15,580	10
BLDG 26 LOTS 139-144	15,580	10
BLDG 27 LOTS 145-150	16,827	11
BLDG 28 LOTS 151-156	16,900	11
BLDG 29 LOTS 157-162	15,580	10
BLDG 30 LOTS 163-166	11,020	7
BLDG 31 LOTS 167-170	11,020	7
BLDG 32 LOTS 171-174	11,481	8
BLDG 33 LOTS 175-180	16,871	11
	Total =	311

Total Building Lot Required Trees = 311
Total Building Lot Provided Trees = 334

SPECIMEN TREES MITIGATION FORM

SPECIMEN TREES BEING REMOVED

Caliper	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
12	30	1	30	$ 307.00	$ 9,210.00
13	19	1	19	$ 360.00	$ 6,840.00
14	11	1	11	$ 418.00	$ 4,598.00
15	9	2	18	$ 480.00	$ 4,320.00
16	6	2	12	$ 546.00	$ 3,276.00
17	3	2	6	$ 616.00	$ 1,848.00
18	6	2	12	$ 690.00	$ 4,140.00
20	2	2	4	$ 853.00	$ 1,706.00
22	1	3	3	$ 1,032.00	$ 1,032.00
Subtotal =	87	TOTAL MITIGATION	115	TOTAL	$ 36,970.00

SPECIMEN TREES BEING SAVED

Caliper	Quantity	4 1/2" equiv. each	4 1/2" total	Tree fund equiv. Ea.	Tree fund total
13	1	1	1	$ 360.00	$ 360.00
16	1	2	2	$ 546.00	$ 546.00
18	2	2	4	$ 769.00	$ 1,538.00
19	1	2	2	$ 853.00	$ 853.00
20	1	2	2	$ 616.00	$ 616.00
21	2	3	6	$ 940.00	$ 1,880.00
45	1	10	10	$ 4,293.00	$ 4,293.00
47	1	11	11	$ 4,682.00	$ 4,682.00
Subtotal =	10	TOTAL CREDITS	(38)	TOTAL	$ (14,768.00)

Total = 97	TOTAL MITIGATION	115	$ 36,970.00
	TOTAL CREDITS	-38	$ (14,768.00)
	4 1/2" to plant	77 OR Donation OF	$ 22,202.00

SPECIMEN TREE MITIGATION

REQUIRED SPECIMEN TREE MITIGATION = 77 TREES @ 4.5" CALIPER
PROVIDED (QV1) + (MG1) (LOT TREES) = 77 TREES @ 4.5" CALIPER

SPECIMEN TREE CALCULATION:
TOTAL SPECIMEN TREES = 97
SPECIMEN TREE DENSITY = 97/24.92 AC = 3.89 TREES/AC
SEC 3.04, 3 TO 5 TREES PER AC. = PROTECT 75%
SPECIMEN TREES TO PROTECT = 0.75 * 97 TREES
TOTAL SPECIMEN TREES (TO REMAIN) = 73 TREES
SPECIMEN TREES PRESERVED = 10 TREES

ADDITIONAL ABBREVIATIONS–TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	CYP	CYPRESS "BALD"

TREE TYPE — OK24\8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

NO.	DATE	DESCRIPTION	BY
3	12/13/2023	REVISED PER CITY COMMENTS	SLB
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG
		REVISIONS	

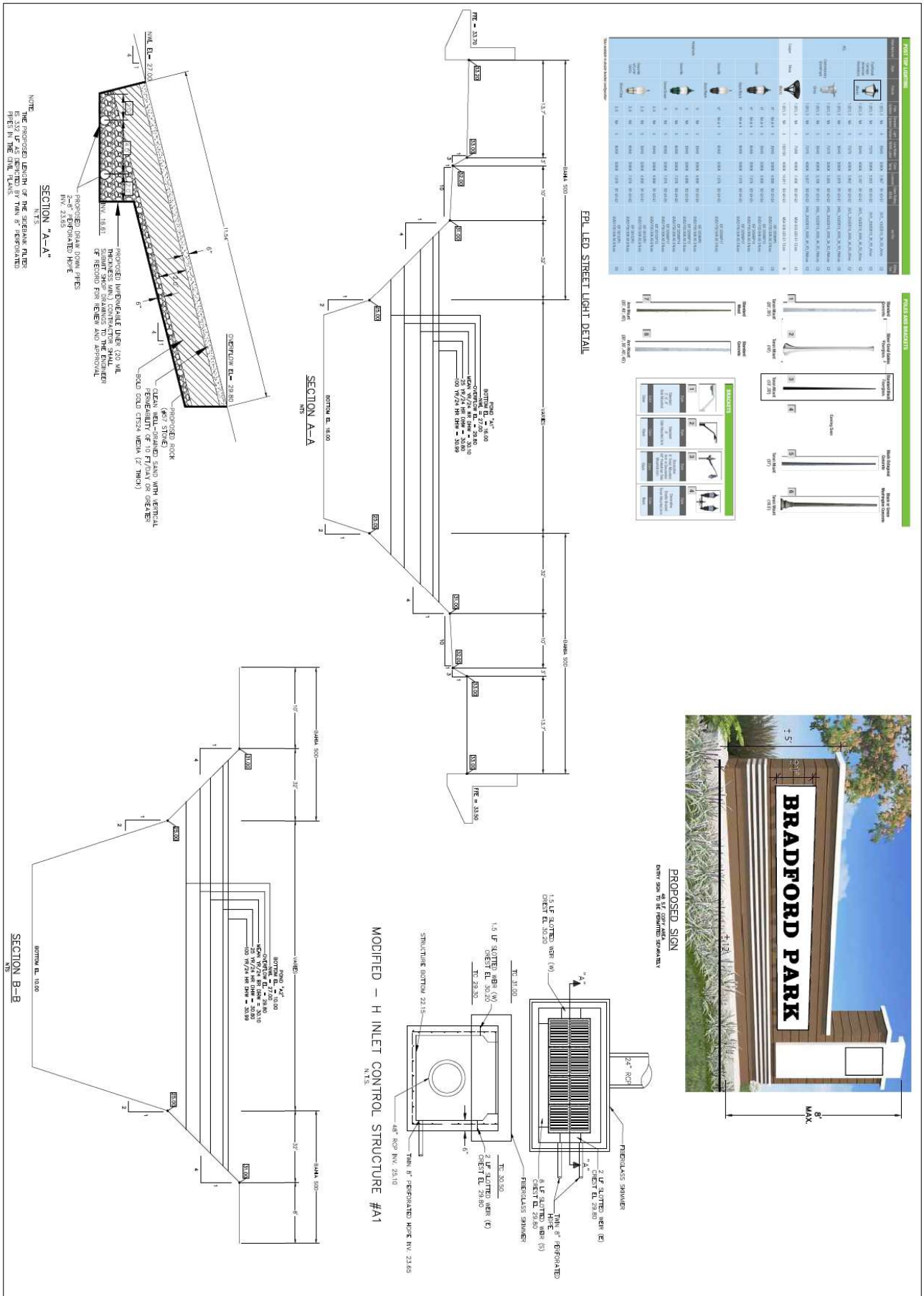
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

BRADFORD PARK
ORMOND BEACH * FLORIDA

LANDSCAPE CALCULATIONS

21A
SHEET NO.
Drawn By: M .GRECO
Date: 06/21/2023
JOB # 23-20
SCALE: NTS

SEAL



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PARKER MYNCHENBERG P.E. #33645 R.L.A. #0001553, STEVE BUSWELL P.E. #57885 R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
2	11/16/2023	REVISED PER CITY COMMENTS	SLB
1	08/31/2023	REVISED PER CITY COMMENTS	MAG

BRADFORD PARK
ORMOND BEACH * FLORIDA

PAVING AND DRAINAGE DETAILS

SHEET NO. 31

Drawn By: M. GRECO
Date: 06/21/2023
Job # 23-20
SCALE: NTS

SEAL

ATTACHMENT 3

Final Plat

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

BRADFORD PARK DESCRIPTION:

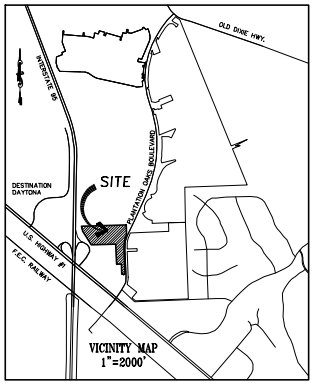
ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

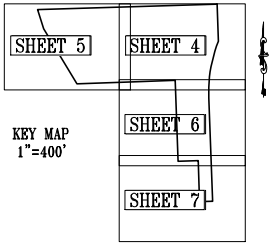
COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46"E, A DISTANCE OF 350.00 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3..... KEY SHEET
SHEET 4 TO 7..... DETAIL SHEETS

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

MAP BOOK:___ PAGE:___

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "BRADFORD PARK", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

LYFORD WAY, BRADLEY WAY, BRADFORD PARK WAY, VENTNOR AVE., ROSEMARY STREET, HAMMOND STREET AND BENTON STREET ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

PARCEL A (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, MAIL KIOSK AND TREE PRESERVATION.

TRACTS B AND C ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY AND TREE PRESERVATION.

TRACT D IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, UTILITY, PARKING, AND RECREATION.

TRACT E, F AND G ARE HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, SIGNAGE AND UTILITIES.

TRACTS H IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, AND UTILITIES.

TRACT I IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE, LANDSCAPE, TREE PRESERVATION AND UTILITIES.

TRACT J IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, LANDSCAPE, AND UTILITIES.

TRACTS K IS HEREBY GRANTED IN FEE SIMPLE TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC. FOR THE PURPOSE OF COMMON AREA, MAINTENANCE, UTILITY AND TREE PRESERVATION.

TRACT L AND M ARE HEREBY GRANTED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, FOR THE PURPOSE OF DEDICATED RIGHT OF WAY.

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS
_____
_____

WITNESS
_____
_____

_____
BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
DIVISION PRESIDENT

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS ____DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION. "PERSONALLY KNOWN" OR "PRODUCED _____ AS IDENTIFICATION".

NOTARY PUBLIC _____
STATE OF FLORIDA AT LARGE _____
TITLE / RANK: _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
J.E. ZAPERT P.L.S. NO. 4046 DATE
SLIGER & ASSOCIATES INC.,
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127 (386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "BRADFORD PARK" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED
SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2024, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, MAYOR

ATTEST: _____, CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 7

BRADFORD PARK

MAP BOOK:___ PAGE:___

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GENERAL NOTES:

1. THE BEARING REFERENCE, S89°57'37"E ASSUMED ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE BRADFORD PARK AND THE ARTICLES OF INCORPORATION FOR THE BRADFORD HOMEOWNERS ASSOCIATION, INC. BOTH DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRADFORD HOMEOWNERS ASSOCIATION, INC. RECORDED IN O.R.B. _____, PAGES _____ – _____, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

11. ALL UTILITY, ACCESS, AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.

12. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

13. PORTIONS OF TRACTS A, B, C, H, I, AND K, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA. NO TREES WILL BE REMOVED AND NO CONSTRUCTION WILL BE ALLOWED WITHIN THE TREE PRESERVATION AREAS.

14. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

15. NO BUILDINGS OR VERTICAL STRUCTURES, INCLUDING ANY FENCES, ARE PERMITTED WITHIN THE LANDSCAPE EASEMENT LOCATED AT THE REAR OF LOTS 63–82. THE FOREGOING SENTENCE SHALL NOT PROHIBIT ANY TREES, SHRUBS, OR OTHER PLANTINGS, OR ANY RELATED IRRIGATION OR LIGHTING IMPROVEMENTS.

16. THE LANDSCAPE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE BRADFORD HOMEOWNERS ASSOCIATION, INC.

ABBREVIATIONS

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
LB	LICENSED BUSINESS
LS	LAND SURVEYOR
NVA	NON VEHICLE ACCESS EASEMENT
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
RNG	RANGE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PNT	POINT OF NON–TANGENT
RP	RADIUS POINT
SJRWMD	ST JOHNS RIVER WATER MAINTENANCE DISTRICT
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
℄	CENTER LINE
SQ	SQUARE
FT	FEET
CM	CONCRETE MONUMENT
NR	NON–RADIAL
FP&L	FLORIDA POWER & LIGHT
C.A.	COMMON AREA
(1)	LOT NUMBER

LEGEND

■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.

□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT

△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.

| DENOTES PC / PT

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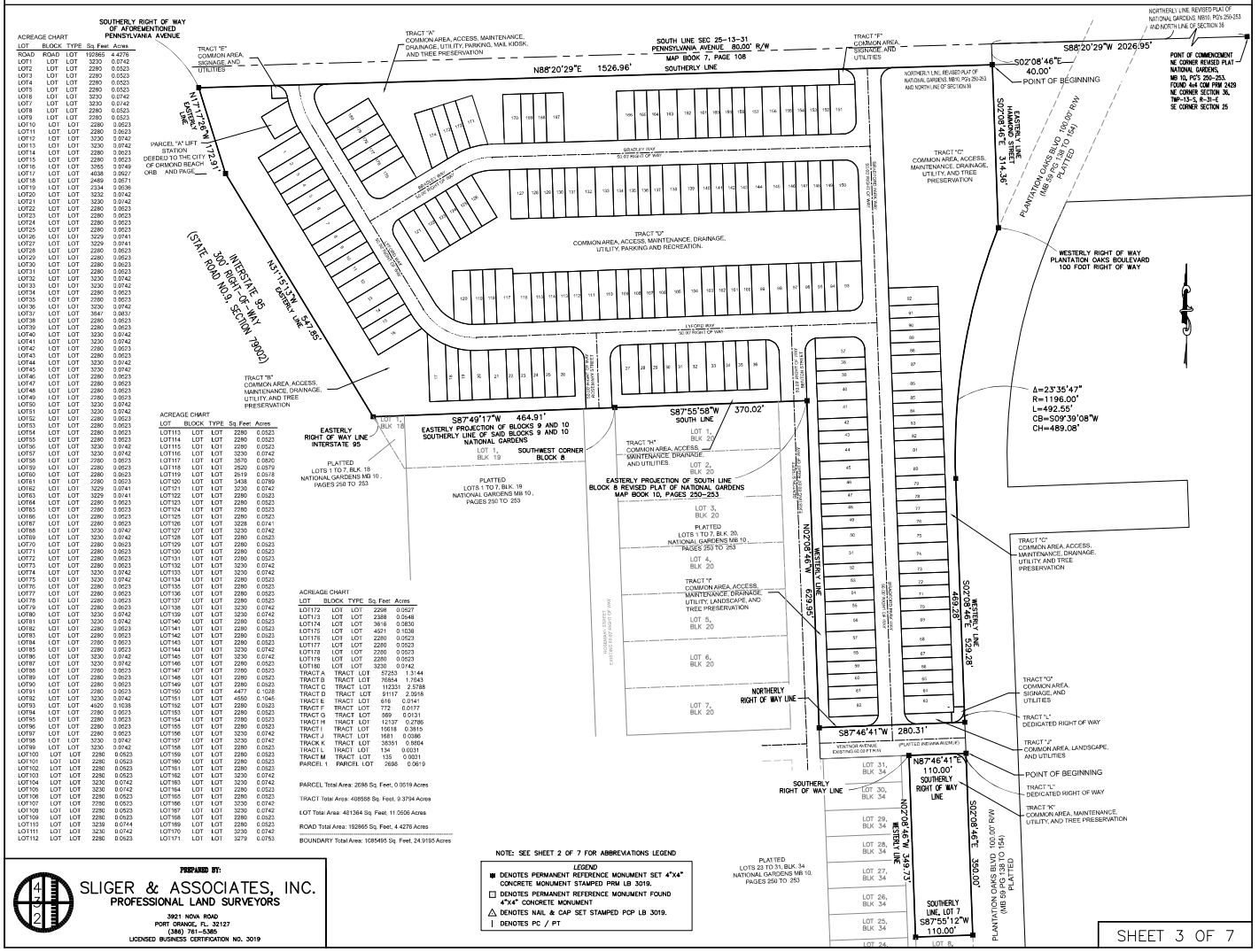
LICENSED BUSINESS CERTIFICATION NO. 3019

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
ROAD	ROAD	LOT	192865	4.4276
LOT1	LOT	LOT	3230	0.0742
LOT2	LOT	LOT	2280	0.0523
LOT3	LOT	LOT	2280	0.0523
LOT4	LOT	LOT	2280	0.0523
LOT5	LOT	LOT	2280	0.0523
LOT6	LOT	LOT	3230	0.0742
LOT7	LOT	LOT	3230	0.0742
LOT8	LOT	LOT	2280	0.0523
LOT9	LOT	LOT	2280	0.0523
LOT10	LOT	LOT	2280	0.0523
LOT11	LOT	LOT	2280	0.0523
LOT12	LOT	LOT	3230	0.0742
LOT13	LOT	LOT	3230	0.0742
LOT14	LOT	LOT	2280	0.0523
LOT15	LOT	LOT	2280	0.0523
LOT16	LOT	LOT	3265	0.0749
LOT17	LOT	LOT	4038	0.0927
LOT18	LOT	LOT	2489	0.0571
LOT19	LOT	LOT	2334	0.0536
LOT20	LOT	LOT	3232	0.0742
LOT21	LOT	LOT	3230	0.0742
LOT22	LOT	LOT	2280	0.0523
LOT23	LOT	LOT	2280	0.0523
LOT24	LOT	LOT	2280	0.0523
LOT25	LOT	LOT	2280	0.0523
LOT26	LOT	LOT	3229	0.0741
LOT27	LOT	LOT	3229	0.0741
LOT28	LOT	LOT	2280	0.0523
LOT29	LOT	LOT	2280	0.0523
LOT30	LOT	LOT	2280	0.0523
LOT31	LOT	LOT	2280	0.0523
LOT32	LOT	LOT	3230	0.0742
LOT33	LOT	LOT	3230	0.0742
LOT34	LOT	LOT	2280	0.0523
LOT35	LOT	LOT	2280	0.0523
LOT36	LOT	LOT	3230	0.0742
LOT37	LOT	LOT	3647	0.0837
LOT38	LOT	LOT	2280	0.0523
LOT39	LOT	LOT	2280	0.0523
LOT40	LOT	LOT	3230	0.0742
LOT41	LOT	LOT	3230	0.0742
LOT42	LOT	LOT	2280	0.0523
LOT43	LOT	LOT	2280	0.0523
LOT44	LOT	LOT	3230	0.0742
LOT45	LOT	LOT	3230	0.0742
LOT46	LOT	LOT	2280	0.0523
LOT47	LOT	LOT	2280	0.0523
LOT48	LOT	LOT	2280	0.0523
LOT49	LOT	LOT	2280	0.0523
LOT50	LOT	LOT	3230	0.0742
LOT51	LOT	LOT	3230	0.0742
LOT52	LOT	LOT	2280	0.0523
LOT53	LOT	LOT	2280	0.0523
LOT54	LOT	LOT	2280	0.0523
LOT55	LOT	LOT	2280	0.0523
LOT56	LOT	LOT	3230	0.0742
LOT57	LOT	LOT	3230	0.0742
LOT58	LOT	LOT	2280	0.0523
LOT59	LOT	LOT	2280	0.0523
LOT60	LOT	LOT	2280	0.0523
LOT61	LOT	LOT	2280	0.0523
LOT62	LOT	LOT	3229	0.0741
LOT63	LOT	LOT	3229	0.0741
LOT64	LOT	LOT	2280	0.0523
LOT65	LOT	LOT	2280	0.0523
LOT66	LOT	LOT	2280	0.0523
LOT67	LOT	LOT	2280	0.0523
LOT68	LOT	LOT	3230	0.0742
LOT69	LOT	LOT	3230	0.0742
LOT70	LOT	LOT	2280	0.0523
LOT71	LOT	LOT	2280	0.0523
LOT72	LOT	LOT	2280	0.0523
LOT73	LOT	LOT	2280	0.0523
LOT74	LOT	LOT	3230	0.0742
LOT75	LOT	LOT	3230	0.0742
LOT76	LOT	LOT	2280	0.0523
LOT77	LOT	LOT	2280	0.0523
LOT78	LOT	LOT	2280	0.0523
LOT79	LOT	LOT	2280	0.0523
LOT80	LOT	LOT	3230	0.0742
LOT81	LOT	LOT	2280	0.0523
LOT82	LOT	LOT	2280	0.0523
LOT83	LOT	LOT	2280	0.0523
LOT84	LOT	LOT	2280	0.0523
LOT85	LOT	LOT	2280	0.0523
LOT86	LOT	LOT	3230	0.0742
LOT87	LOT	LOT	3230	0.0742
LOT88	LOT	LOT	2280	0.0523
LOT89	LOT	LOT	2280	0.0523
LOT90	LOT	LOT	2280	0.0523
LOT91	LOT	LOT	2280	0.0523
LOT92	LOT	LOT	3230	0.0742
LOT93	LOT	LOT	4520	0.1038
LOT94	LOT	LOT	2280	0.0523
LOT95	LOT	LOT	2280	0.0523
LOT96	LOT	LOT	2280	0.0523
LOT97	LOT	LOT	2280	0.0523
LOT98	LOT	LOT	3230	0.0742
LOT99	LOT	LOT	3230	0.0742
LOT100	LOT	LOT	2280	0.0523
LOT101	LOT	LOT	2280	0.0523
LOT102	LOT	LOT	2280	0.0523
LOT103	LOT	LOT	2280	0.0523
LOT104	LOT	LOT	3230	0.0742
LOT105	LOT	LOT	3230	0.0742
LOT106	LOT	LOT	2280	0.0523
LOT107	LOT	LOT	2280	0.0523
LOT108	LOT	LOT	2280	0.0523
LOT109	LOT	LOT	2280	0.0523
LOT110	LOT	LOT	3238	0.0744
LOT111	LOT	LOT	3230	0.0742
LOT112	LOT	LOT	2280	0.0523

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT113	LOT	LOT	2280	0.0523
LOT114	LOT	LOT	2280	0.0523
LOT115	LOT	LOT	2280	0.0523
LOT116	LOT	LOT	3230	0.0742
LOT117	LOT	LOT	3670	0.0830
LOT118	LOT	LOT	2520	0.0579
LOT119	LOT	LOT	2519	0.0578
LOT120	LOT	LOT	3438	0.0789
LOT121	LOT	LOT	3230	0.0742
LOT122	LOT	LOT	2280	0.0523
LOT123	LOT	LOT	2280	0.0523
LOT124	LOT	LOT	2280	0.0523
LOT125	LOT	LOT	2280	0.0523
LOT126	LOT	LOT	3228	0.0741
LOT127	LOT	LOT	3230	0.0742
LOT128	LOT	LOT	2280	0.0523
LOT129	LOT	LOT	2280	0.0523
LOT130	LOT	LOT	2280	0.0523
LOT131	LOT	LOT	2280	0.0523
LOT132	LOT	LOT	3230	0.0742
LOT133	LOT	LOT	3230	0.0742
LOT134	LOT	LOT	2280	0.0523
LOT135	LOT	LOT	2280	0.0523
LOT136	LOT	LOT	2280	0.0523
LOT137	LOT	LOT	2280	0.0523
LOT138	LOT	LOT	3230	0.0742
LOT139	LOT	LOT	3230	0.0742
LOT140	LOT	LOT	2280	0.0523
LOT141	LOT	LOT	2280	0.0523
LOT142	LOT	LOT	2280	0.0523
LOT143	LOT	LOT	2280	0.0523
LOT144	LOT	LOT	3230	0.0742
LOT145	LOT	LOT	3230	0.0742
LOT146	LOT	LOT	2280	0.0523
LOT147	LOT	LOT	2280	0.0523
LOT148	LOT	LOT	2280	0.0523
LOT149	LOT	LOT	2280	0.0523
LOT150	LOT	LOT	4477	0.1028
LOT151	LOT	LOT	4550	0.1045
LOT152	LOT	LOT	2280	0.0523
LOT153	LOT	LOT	2280	0.0523
LOT154	LOT	LOT	2280	0.0523
LOT155	LOT	LOT	2280	0.0523
LOT156	LOT	LOT	3230	0.0742
LOT157	LOT	LOT	3230	0.0742
LOT158	LOT	LOT	2280	0.0523
LOT159	LOT	LOT	2280	0.0523
LOT160	LOT	LOT	2280	0.0523
LOT161	LOT	LOT	2280	0.0523
LOT162	LOT	LOT	3230	0.0742
LOT163	LOT	LOT	3230	0.0742
LOT164	LOT	LOT	2280	0.0523
LOT165	LOT	LOT	2280	0.0523
LOT166	LOT	LOT	3230	0.0742
LOT167	LOT	LOT	3230	0.0742
LOT168	LOT	LOT	2280	0.0523
LOT169	LOT	LOT	2280	0.0523
LOT170	LOT	LOT	3230	0.0742
LOT171	LOT	LOT	3279	0.0753

ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT172	LOT	LOT	2298	0.0527
LOT173	LOT	LOT	2388	0.0548
LOT174	LOT	LOT	3616	0.0830
LOT175	LOT	LOT	4521	0.1038
LOT176	LOT	LOT	2280	0.0523
LOT177	LOT	LOT	2280	0.0523
LOT178	LOT	LOT	2280	0.0523
LOT179	LOT	LOT	2280	0.0523
LOT180	LOT	LOT	3230	0.0742
TRACT A	TRACT	LOT	57253	1.3144
TRACT B	TRACT	LOT	76854	1.7643
TRACT C	TRACT	LOT	112331	2.5788
TRACT D	TRACT	LOT	91117	2.0918
TRACT E	TRACT	LOT	616	0.0141
TRACT F	TRACT	LOT	772	0.0177
TRACT G	TRACT	LOT	569	0.0131
TRACT H	TRACT	LOT	12137	0.2786
TRACT I	TRACT	LOT	16618	0.3815
TRACT J	TRACT	LOT	1681	0.0386
TRACK K	TRACT	LOT	38581	0.8856
TRACT L	TRACT	LOT	134	0.0031
TRACT M	TRACT	LOT	135	0.0031
PARCEL 1	PARCEL	LOT	2698	0.0619

PARCEL Total Area: 2698 Sq. Feet, 0.0619 Acres

TRACT Total Area: 408598 Sq. Feet, 9.3794 Acres

LOT Total Area: 481364 Sq. Feet, 11.0506 Acres

ROAD Total Area: 192865 Sq. Feet, 4.4276 Acres

BOUNDARY Total Area: 1085495 Sq. Feet, 24.9195 Acres

NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
- ⊠ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

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LICENSED BUSINESS CERTIFICATION NO. 3019

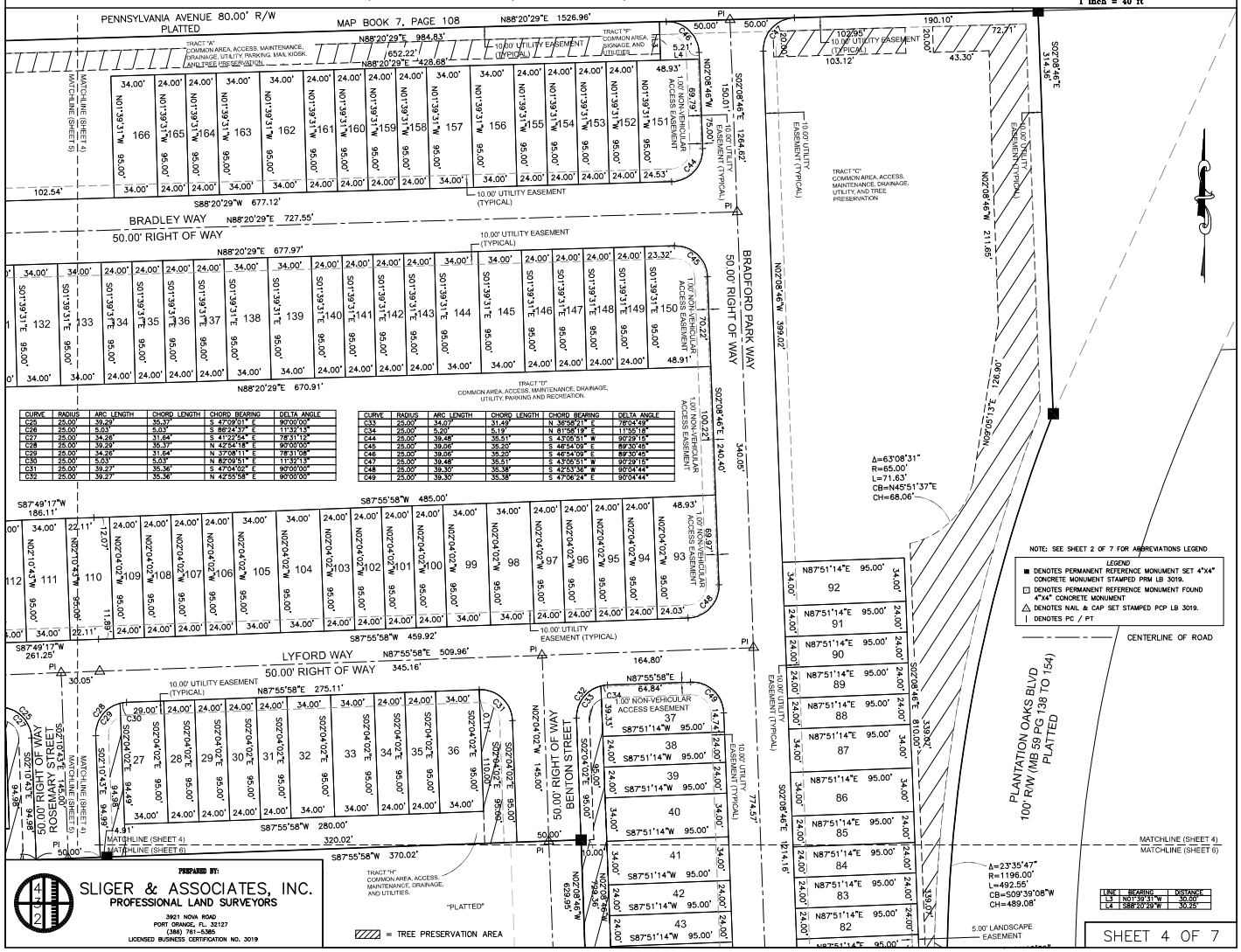
SHEET 3 OF 7

BRADFORD PARK

MAP BOOK:___ PAGE:___

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°00'00"
C26	25.00'	5.03'	5.03'	S 86°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C28	25.00'	39.29'	35.37'	N 42°54'18" E	90°00'00"
C29	25.00'	34.26'	31.64'	N 37°08'31" E	78°31'08"
C30	25.00'	5.03'	5.03'	N 82°09'51" E	11°32'13"
C31	25.00'	39.27'	35.36'	S 47°04'02" E	90°00'00"
C32	25.00'	39.27'	35.36'	N 42°55'58" E	90°00'00"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C33	25.00'	34.07'	31.49'	N 36°58'21" E	78°04'49"
C34	25.00'	5.20'	5.19'	N 81°56'19" E	11°55'18"
C44	25.00'	39.48'	35.51'	S 43°06'51" W	90°29'15"
C45	25.00'	39.06'	35.20'	S 46°54'09" E	89°30'45"
C46	25.00'	39.06'	35.20'	S 46°54'09" E	89°30'45"
C47	25.00'	39.48'	35.51'	S 43°06'51" W	90°29'15"
C48	25.00'	39.30'	35.38'	S 42°53'56" W	90°04'44"
C49	25.00'	39.30'	35.38'	S 47°06'24" E	90°04'44"

LINE	BEARING	DISTANCE
L3	N07°39'31"W	30.05'
L4	S88°20'29"W	30.05'

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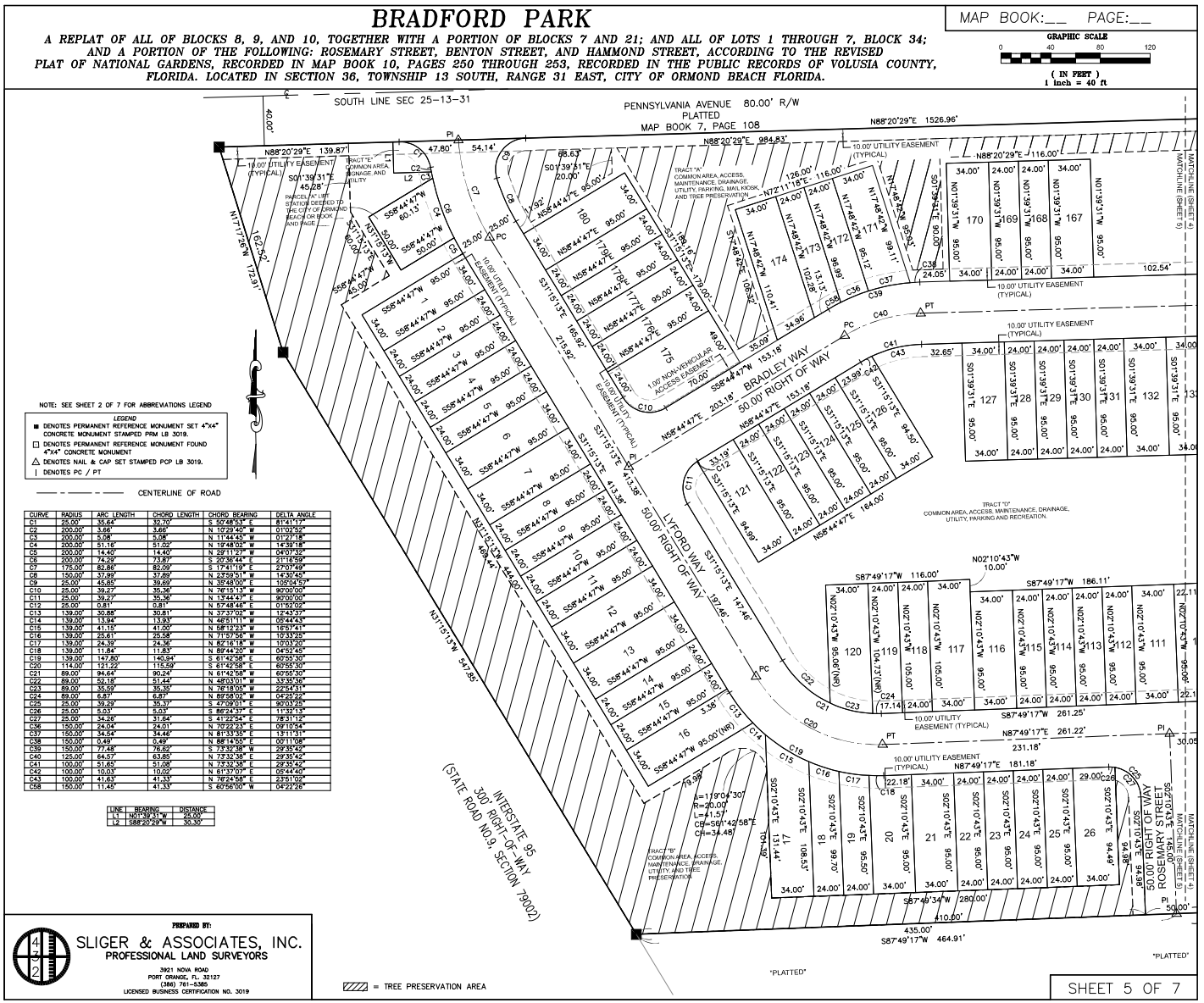
SHEET 4 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
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- | DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.64'	32.70'	S 50°48'53" E	81°41'17"
C2	200.00'	3.66'	3.66'	N 10°29'40" W	01°02'52"
C3	200.00'	5.08'	5.08'	N 11°44'45" W	01°27'18"
C4	200.00'	51.16'	51.02'	N 19°48'02" W	14°39'18"
C5	200.00'	14.40'	14.40'	N 29°11'27" W	04°07'32"
C6	200.00'	74.39'	73.97'	S 20°36'44" E	21°18'59"
C7	175.00'	82.86'	82.09'	S 17°41'19" E	27°07'49"
C8	150.00'	37.99'	37.89'	N 23°59'51" W	14°30'45"
C9	25.00'	45.80'	39.69'	N 35°48'00" E	105°54'52"
C10	25.00'	39.27'	35.36'	N 76°15'13" W	90°00'00"
C11	25.00'	39.27'	35.36'	N 13°44'47" E	90°00'00"
C12	25.00'	0.81'	0.81'	N 57°48'48" E	01°52'03"
C13	139.00'	30.88'	30.81'	N 37°37'02" W	12°43'37"
C14	139.00'	13.94'	13.93'	N 46°51'11" W	05°44'43"
C15	139.00'	41.15'	41.00'	N 58°12'23" W	16°57'41"
C16	139.00'	25.61'	25.58'	N 71°57'56" W	10°33'25"
C17	139.00'	24.39'	24.36'	N 82°16'18" W	10°03'20"
C18	139.00'	11.84'	11.83'	N 89°44'20" W	04°52'45"
C19	139.00'	147.80'	140.94'	S 61°42'58" E	60°59'30"
C20	114.00'	121.22'	115.59'	S 61°42'58" E	60°59'30"
C21	89.00'	94.64'	90.24'	N 61°42'58" W	60°55'30"
C22	89.00'	52.18'	51.44'	N 48°03'01" W	33°35'56"
C23	89.00'	35.59'	35.35'	N 76°18'05" W	22°54'31"
C24	89.00'	6.87'	6.87'	N 89°58'02" W	04°25'22"
C25	25.00'	39.29'	35.37'	S 47°09'01" E	90°03'25"
C26	25.00'	5.03'	5.03'	S 86°24'37" E	11°32'13"
C27	25.00'	34.26'	31.64'	S 41°22'54" E	78°31'12"
C36	150.00'	24.04'	24.01'	N 79°22'23" E	09°10'54"
C37	150.00'	34.54'	34.46'	N 81°33'35" E	13°11'51"
C38	150.00'	0.49'	0.49'	N 88°14'55" E	00°11'08"
C39	150.00'	77.48'	76.62'	S 73°37'38" W	29°35'42"
C40	125.00'	64.57'	63.85'	N 73°32'38" E	29°35'42"
C41	100.00'	51.65'	51.08'	N 73°32'38" E	29°35'42"
C42	100.00'	10.03'	10.02'	N 61°37'07" E	05°44'40"
C43	100.00'	41.63'	41.33'	N 76°24'58" E	23°51'02"
C58	150.00'	11.45'	41.33'	S 60°56'00" W	04°22'26"

LINE	BEARING	DISTANCE
L1	N01°39'31"W	49.00'
L2	S88°20'29"W	30.00'

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

▨ = TREE PRESERVATION AREA

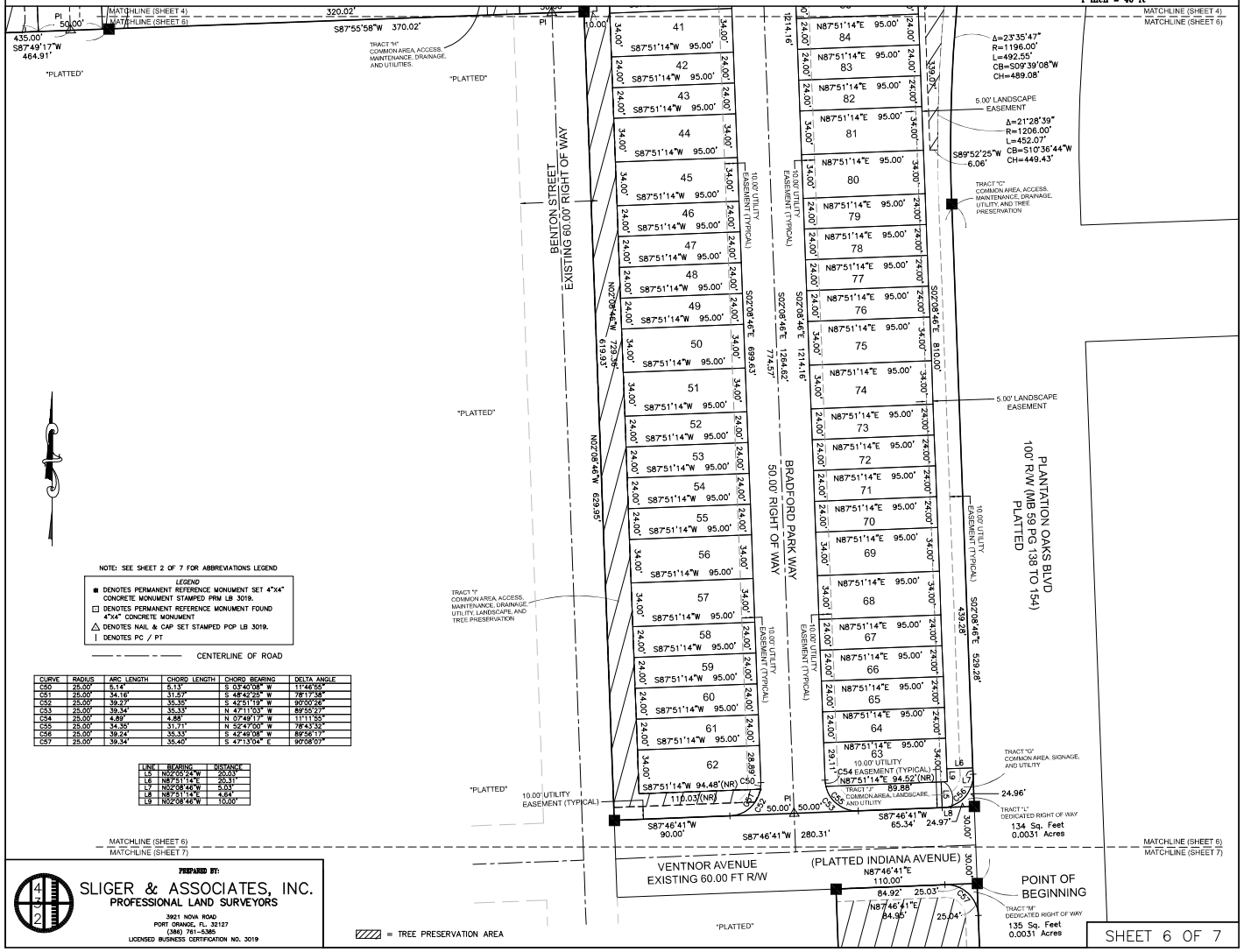
SHEET 5 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
- ⊕ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED POP LB 3019.
- | DENOTES PC / PT
- ——— CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C50	25.00'	5.13'	5.13'	S 03°40'08" W	11°46'55"
C51	25.00'	34.16'	31.57'	S 48°42'25" W	78°17'38"
C52	25.00'	39.27'	35.35'	S 42°51'19" W	90°00'26"
C53	25.00'	39.34'	35.33'	N 47°11'03" W	89°55'27"
C54	25.00'	4.89'	4.88'	N 07°49'17" W	11°11'55"
C55	25.00'	34.35'	31.71'	N 52°47'00" W	78°43'32"
C56	25.00'	39.24'	35.33'	S 42°49'08" W	89°56'17"
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

LINE	BEARING	DISTANCE
L5	N02°09'24"W	20.03'
L6	N87°51'14"E	20.31'
L7	N02°08'46"W	5.63'
L8	N87°51'14"E	4.64'
L9	N02°08'46"W	10.00'

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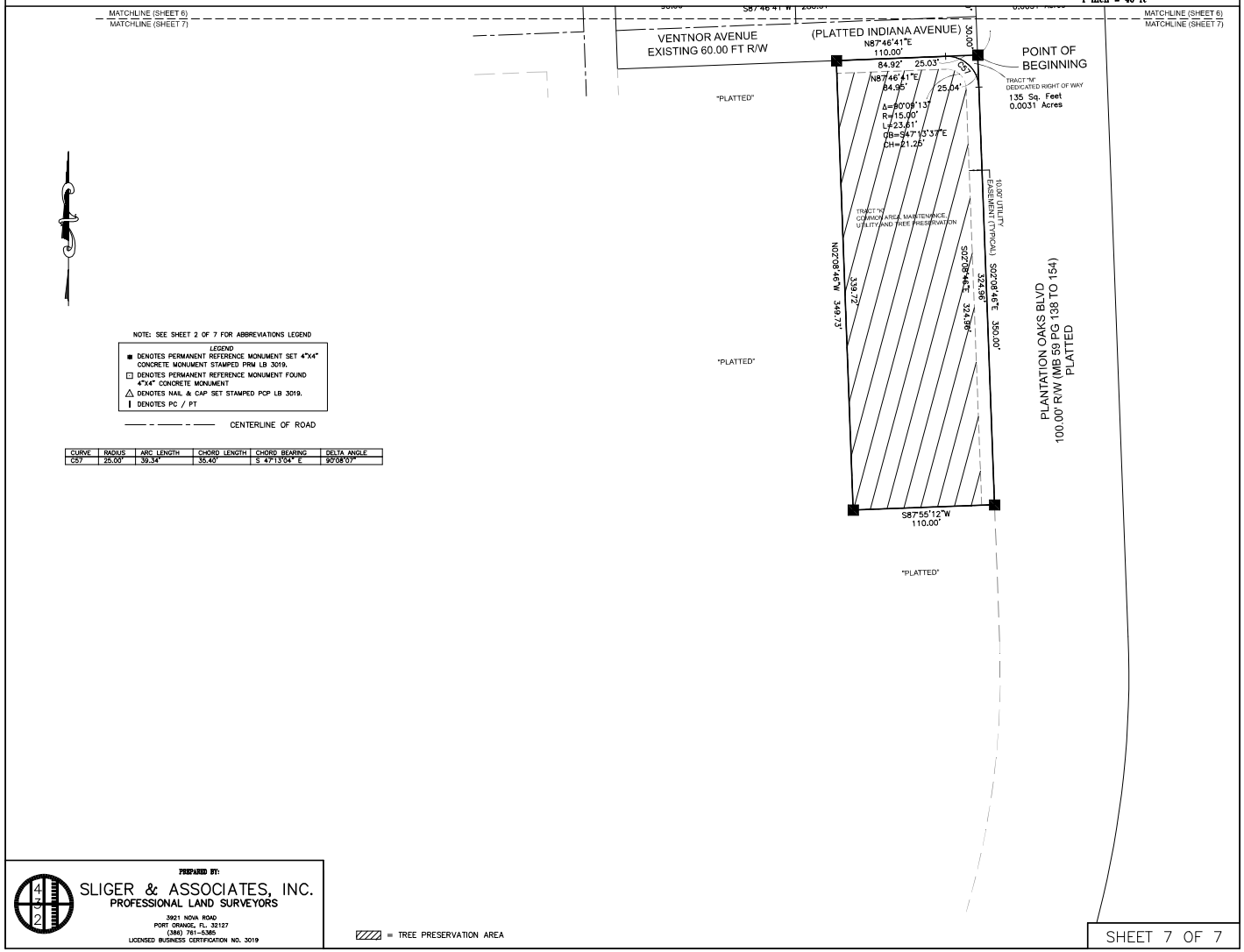
SHEET 6 OF 7

BRADFORD PARK

A REPLAT OF ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET, ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LOCATED IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



NOTE: SEE SHEET 2 OF 7 FOR ABBREVIATIONS LEGEND

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- I DENOTES PC / PT

CENTERLINE OF ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C57	25.00'	39.34'	35.40'	S 47°13'04" E	90°08'07"

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▨ = TREE PRESERVATION AREA

SHEET 7 OF 7

SURVEYORS NOTES:

1. THIS SURVEY HAS BEEN PREPARED WITH BENEFIT OF A TITLE COMMITMENT ISSUED BY: FIDELITY NATIONAL TITLE INSURANCE COMPANY; ORT NO.: 24054938, COMMITMENT DATE; AUGUST 10, 2023 AT 5:00 P.M.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

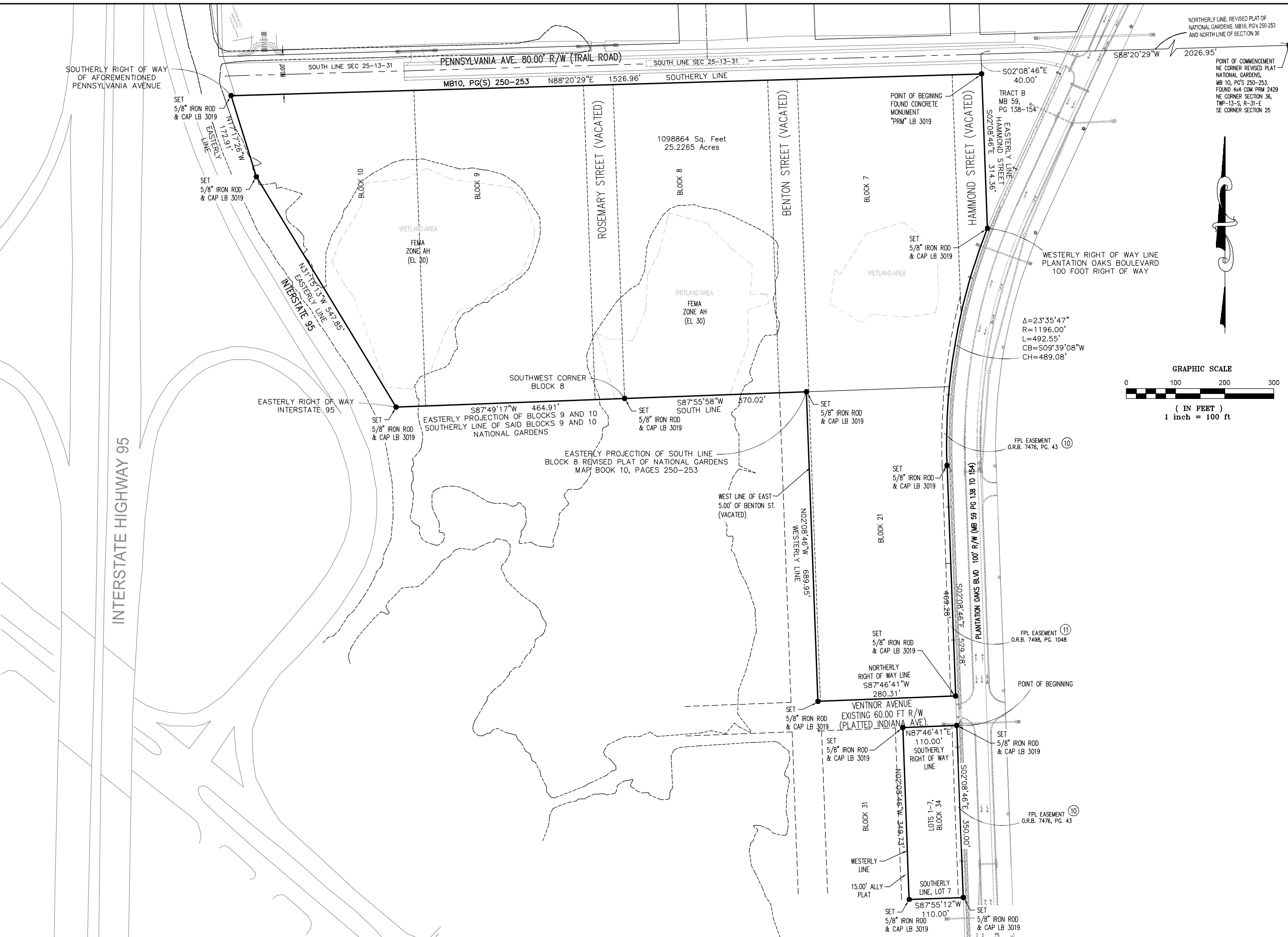
3. BEARING STRUCTURE BASED ON SOUTH LINE OF SECTION 25, WITH THE BEARING ON THE SOUTH LINE BEING N88°20'29"E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "X", THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0184K MAP REVISED SEPTEMBER 29, 2017, APPROXIMATE SCALE 1"=500 FEET.

6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR DIGITAL SIGNATURE.

7. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.



BRADFORD PARK DESCRIPTION:

ALL OF BLOCKS 8, 9, AND 10, TOGETHER WITH A PORTION OF BLOCKS 7 AND 21; AND ALL OF LOTS 1 THROUGH 7, BLOCK 34; AND A PORTION OF THE FOLLOWING: ROSEMARY STREET, BENTON STREET, AND HAMMOND STREET. ACCORDING TO THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INDIANA AVENUE A 60 FOOT RIGHT OF WAY; THENCE DEPART SAID RIGHT OF WAY OF PLANTATION OAKS BOULEVARD S87°46'41"W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 280.31 FEET TO THE WEST LINE OF THE EAST 5.00 FEET OF BENTON STREET; THENCE N02°08'46"W, ALONG SAID WESTERLY LINE A DISTANCE OF 629.95 FEET TO THE EASTERLY PROJECTION OF SOUTH LINE OF BLOCK 8 REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGES 250-253; THENCE S87°55'58"W, ALONG SAID SOUTH LINE A DISTANCE OF 370.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE S87°49'17"W, ALONG THE EASTERLY PROJECTION OF BLOCKS 9 AND 10, AND THE SOUTHERLY LINE OF SAID BLOCKS 9 AND 10 OF SAID NATIONAL GARDENS A DISTANCE OF 464.91 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE N31°15'13"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 547.85 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N17°17'26"W, A DISTANCE OF 172.91 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED PENNSYLVANIA AVENUE; THENCE ALONG SAID SOUTHERLY LINE N88°20'29"E, A DISTANCE OF 1526.96 FEET TO THE POINT OF BEGINNING.

AND:

COMMENCE AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, VOLUSIA COUNTY FLORIDA, ALSO BEING THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE S88°20'29"W ALONG THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTHERLY LINE OF SAID SECTION 36, A DISTANCE OF 2026.95 FEET; THENCE DEPARTING SAID NORTH LINE S02°08'46"E, A DISTANCE OF 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AN 80 FOOT RIGHT OF WAY, AND THE EASTERLY RIGHT OF WAY LINE OF HAMMOND STREET, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE S02°08'46"E, ALONG THE EASTERLY LINE OF SAID HAMMOND STREET A DISTANCE OF 314.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD A 100 FOOT RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1196.00 FEET, A CENTRAL ANGLE OF 23°35'47", AND A CHORD BEARING OF S09°39'08"W, THENCE SOUTHWESTERLY ALONG SAID WESTERLYRIGHT OF WAY LINE AND THE ARC OF SAID CURVE 492.55 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE S02°08'46"E, A DISTANCE OF 529.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE A 60.00 FOOT RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD S02°08'46"E, A DISTANCE OF 350.00 FEET TO SOUTHERLY LINE LOT 7; THENCE DEPARTING SAID RIGHT OF WAY S87°55'12"W, ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET TO THE WESTERLY LINE OF LOTS 1 THROUGH 7, BLOCK 21, AFORESAID NATIONAL GARDENS; THENCE ALONG SAID WEST LINE N02°08'46"W, A DISTANCE OF 349.73 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH LINE N87°46'41"E, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 24.92 ACRES

LEGEND

IRON ROD WITH CAP; IRON ROD; IRON PIPE WITH CAP; IRON PIPE; FD "X"/CUT IN CONCRETE; CONCRETE MONUMENT; DENOTES PC / PT; PERMANENT CONTROL POINT; SITE BENCHMARK; FH FIRE HYDRANT; WV WATER VALVE

GV GAS VALVE; RUV REUSE VALE; SSV SANITARY SEWER VALVE; HHE HAND HOLE (ELECTRIC); WM WATER METER; GM GAS METER; TB TELEPHONE BOX; MB MAIL BOX; TV CABLE TELEVISION BOX; TSB TRAFFIC SIGNAL BOX; EB ELECTRIC SERVICE BOX

FOCB FIBER OPTIC CABLE BOX; FOCV FIBER OPTIC CABLE VAULT; ELP ELECTRIC PANEL; FOCM FIBER OPTIC CABLE MARKER; TPM TELEPHONE CABLE MARKER; SIGN; LP LIGHT POLE; YL YARD LIGHT; UTILITY POLE; GA GUY ANCHOR; UTILITY VALVE

SSMH SANITARY SEWER MANHOLE; SDMH STORM DRAIN MANHOLE; GTMH GREASE TRAP MANHOLE; EMH ELECTRIC MANHOLE; UMH UTILITY MANHOLE; CO CLEAN OUT; FOC FIBER OPTIC CABLE MANHOLE; RBO REUSE BLOWOFF ASSEMBLY; WETLANDS LOCATION; EXISTING CONCRETE; 0.00× EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER			LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FP&L CO	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CHINABERRY TREE	HY	HOLLY

TREE TYPE; TREE SYMBOL; OK24 8; TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' FIELD BOOK: - PAGE(S): - SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	-	-	-	-	
BOUNDARY SURVEY :	06-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY :	-	-	-	-	
FOUNDATION LOCATION :	-	-	-	-	
FINAL IMPROVEMENTS :	-	-	-	-	
RECERTIFICATION :	-	-	-	-	

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	06-08-2023	24-0398
SURVEY	RIDGEHAVEN, LLC,		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD PARK ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0398

BOUNDARY SURVEY

SHEET 1 OF 2

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

Joseph E Zapert Digitally signed by Joseph E Zapert Date: 2024.06.25 15:25:29-04'00'

J.E. ZAPERT, P.L.S. NO. 4046

SCHEDULE B, PART II EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOTE: 2022 REAL PROPERTY TAXES ARE PAID UNDER TAX I.D. NO'S.:
3136-01-09-0001 IN THE GROSS AMOUNT OF $21.28
3136-01-01-001A (PAID UNDER PARENT PARCEL TAX I.D. 3136-01-01-0022) IN THE GROSS AMOUNT OF $554.37
3136-01-01-0021 IN THE GROSS AMOUNT OF $1321.85
3136-01-21-0050 IN THE GROSS AMOUNT OF $653.43
3136-01-07-0010 IN THE GROSS AMOUNT OF $554.86
3136-01-08-0010 IN THE GROSS AMOUNT OF $11.52
3125-01-69-0010 IN THE GROSS AMOUNT OF $5283.12
3125-02-74-0021 (PAID UNDER PARENT PARCEL TAX I.D. 3125-02-74-0018) IN THE GROSS AMOUNT OF $49.58
3125-01-72-0040 IN THE GROSS AMOUNT OF $270.36
3125-01-72-0080 IN THE GROSS AMOUNT OF $109.87
3125-01-72-0380 IN THE GROSS AMOUNT OF $82.28
3125-01-72-0440 IN THE GROSS AMOUNT OF $110.64

3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. STANDARD EXCEPTION.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. STANDARD EXCEPTION.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. STANDARD EXCEPTION.

D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. STANDARD EXCEPTION.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND. STANDARD EXCEPTION.

5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND. STANDARD EXCEPTION.

6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. STANDARD EXCEPTION.

7. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

8. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 7, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

9. RESERVATIONS AS CONTAINED IN DEED FROM TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA AS RECORDED IN DEED BOOK 315, PAGE 525. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY AS TO STATE ROAD RIGHT OF WAY RESERVATION. NOT GRAPHICALLY DEPICTED.

10. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7476, PAGE 43. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, AS SHOWN.

11. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 7498, PAGE 1048. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, AS SHOWN.

12. SURVEYOR'S AFFIDAVIT RECORDED IN OFFICIAL RECORDS BOOK 8293, PAGE 860. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

13. PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RIGHTS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND RECORDED DEED BOOK 88, NO.'S 1680, 1710, AND 1922, AS RECORDED IN OFFICIAL RECORDS BOOK 4992, PAGE 404. AS TO SAID RESERVATION, THE RIGHT OF ENTRY HAS BEEN RELEASED PURSUANT TO FLORIDA STATUTE 270.11. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY AS TO MINERAL RIGHTS, NOT GRAPHICALLY DEPICTED.

14. THIS ITEM INTENTIONALLY DELETED.
15. THIS ITEM INTENTIONALLY DELETED.
16. THIS ITEM INTENTIONALLY DELETED.

17. ADMINISTRATIVE ORDER FOR LOT SPLIT RECORDED IN OFFICIAL RECORDS BOOK 8395, PAGE 2906. (AS TO BRADFORD PARK) AFFECTS SUBJECT PROPERTY ENTIRELY, AS SHOWN.

18. P.U.D. DEVELOPMENT AGREEMENT AND RESOLUTION 2002-199 RECORDED IN OFFICIAL RECORDS BOOK 4988, PAGE 140, AND ORDER AND RESOLUTION GRANTING RESTATEMENT AND AMENDMENT OF THE PLANTATION OAKS OF ORMOND BEACH PLANNED UNIT DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 6674, PAGE 2025, AND MINOR AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 7201, PAGE 1720, OFFICIAL RECORDS BOOK 7285, PAGE 4169, OFFICIAL RECORDS BOOK 7291, PAGE 1945, OFFICIAL RECORDS BOOK 7610, PAGE 240, OFFICIAL RECORDS BOOK 7644, PAGE 2820, AND RESIDENTIAL DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 7985, PAGE 4080 MINOR MODIFICATION RECORDED IN OFFICIAL RECORDS BOOK 8113, PAGE 4003, AND FIRST AMENDED PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 8268, PAGE 2898. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

19. RESOLUTION NO. 2005-15 RECORDED IN OFFICIAL RECORDS BOOK 5498, PAGE 1745. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

20. NOTICE OF ADOPTION OF A DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 6683, PAGE 509. (AS TO BRADFORD PARK AND BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

21. THIS ITEM INTENTIONALLY DELETED.

22. ORDINANCE NO. 2019-30 RECORDED IN OFFICIAL RECORDS BOOK 7760, PAGE 3724. (AS TO BRADFORD PARK AND BRADFORD LAKES) AFFECTS SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

23. CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 6223, PAGE 4423. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

24. PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENT IN FAVOR OF COUNTY OF VOLUSIA RECORDED IN OFFICIAL RECORDS BOOK 7620, PAGE 3012. (AS TO BRADFORD LAKES) DOES NOT AFFECT SUBJECT PROPERTY, NOT GRAPHICALLY DEPICTED.

NOTE: EXCEPTION 1 ABOVE SHALL BE DEEMED DELETED AS OF THE TIME THE SETTLEMENT FUNDS OR PROCEEDS OF THE LOAN TO BE SECURED BY THE INSURED MORTGAGE, AS APPLICABLE, ARE DISBURSED BY THE COMPANY OR ITS AUTHORIZED AGENT. NEITHER THE COMPANY NOR ITS AGENT SHALL, HOWEVER, BE UNDER ANY DUTY TO DISBURSE ANY SUM EXCEPT UPON A DETERMINATION THAT NO SUCH ADVERSE INTERVENING MATTERS HAVE APPEARED OF RECORD OR OCCURRED.

NOTES ON STANDARD EXCEPTIONS:

ITEM 3A WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN ACCURATE SURVEY OF THE LAND ACCEPTABLE TO THE COMPANY. EXCEPTION WILL BE MADE FOR ANY ENCROACHMENT, SETBACK LINE VIOLATION, OVERLAP, BOUNDARY LINE DISPUTE OR OTHER ADVERSE MATTER DISCLOSED BY THE SURVEY.

ITEMS 3B, 3C, AND 3D WILL BE DELETED FROM THE POLICY(IES) UPON RECEIPT OF AN AFFIDAVIT ACCEPTABLE TO THE COMPANY, AFFIRMING THAT, EXCEPT AS DISCLOSED THEREIN (I) NO PARTIES IN POSSESSION OF THE LAND EXIST OTHER THAN THE RECORD OWNER(S); (II) NO IMPROVEMENTS HAVE BEEN MADE TO THE LAND WITHIN 90 DAYS PRIOR TO CLOSING WHICH HAVE NOT HAVE BEEN PAID FOR IN FULL; AND (III) NO UNPAID TAXES OR ASSESSMENTS ARE AGAINST THE LAND WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. EXCEPTION WILL BE MADE FOR MATTERS DISCLOSED IN THE AFFIDAVIT.

NOTE: ALL RECORDING REFERENCES IN THIS FORM SHALL REFER TO THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

NOTE: IN ACCORDANCE WITH FLORIDA STATUTES SECTION 627.4131, PLEASE BE ADVISED THAT THE INSURED HEREUNDER MAY PRESENT INQUIRIES, OBTAIN INFORMATION ABOUT COVERAGE, OR RECEIVE ASSISTANCE IN RESOLVING COMPLAINTS, BY CONTACTING FIDELITY NATIONAL TITLE INSURANCE COMPANY, 2400 MAITLAND CENTER PARKWAY, MAITLAND, FL 32751; TELEPHONE 866-632-6200.

LEGEND

IRON ROD WITH CAP	GV GAS VALVE	FOCB FIBER OPTIC CABLE BOX	SSMH SANITARY SEWER MANHOLE
IRON ROD	RUV REUSE VALE	FOCV FIBER OPTIC CABLE VAULT	SDMH STORM DRAIN MANHOLE
IRON PIPE WITH CAP	SSV SANITARY SEWER VALVE	ELP ELECTRIC PANEL	GTMH GREASE TRAP MANHOLE
IRON PIPE	HHE HAND HOLE (ELECTRIC)	FOCM FIBER OPTIC CABLE MARKER	EMH ELECTRIC MANHOLE
FD "X"/OUT IN CONCRETE	WM WATER METER	TPM TELEPHONE CABLE MARKER	UMH UTILITY MANHOLE
CONCRETE MONUMENT	GM GAS METER	SIGN	CO CLEAN OUT
DENOTES PC / PT	TB TELEPHONE BOX	LP LIGHT POLE	FOC FIBER OPTIC CABLE MANHOLE
PERMANENT CONTROL POINT	MB MAIL BOX	YL YARD LIGHT	RBO REUSE BLOWOFF ASSEMBLY
SITE BENCHMARK	TV CABLE TELEVISION BOX	UTILITY POLE	WETLANDS LOCATION
FH FIRE HYDRANT	TSB TRAFFIC SIGNAL BOX	GA GUY ANCHOR	EXISTING CONCRETE
WV WATER VALVE	EB ELECTRIC SERVICE BOX	UTILITY VALVE	0.00 EXISTING ELEVATION

ABBREVIATIONS

W/	WITH	ILLEG. ILLEGIBLE	GLM	GAS LINE MARKER	LP	LIGHT POLE	-FO-	BURIED FIBER OPTIC CABLE
IRC	IRON ROD & CAP	MB MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE	-T-	BURIED TELEPHONE CABLE
IR	IRON ROD (NO CAP)	PG PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR	-W-	BURIED WATER LINE
IPC	IRON PIPE & CAP	ORB OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSB	TRAFFIC SIGNAL BOX	-E-	BURIED ELECTRIC LINE
IP	IRON PIPE (NO CAP)	(P) PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY	-G-	BURIED GAS LINE
CM	CONCRETE MONUMENT	(D) DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY	-TV-	BURIED TELEVISION LINE
NAD	NAIL & DISK	(M) MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK	-FM-	BURIED FORCE MAIN
FND	FOUND	(C) CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE	-OH-	AERIAL UTILITY LINE
MW	MONITORING WELL	(R) RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE	-ST-	STORM WATER LINE
ID	IDENTIFICATION	(NR) NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER	FPRL OR	FLORIDA POWER & LIGHT COMPANY
(TYP)	TYPICAL	STA STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
SEC	SECTION	EL ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER	NAVD	NORTH AMERICAN VERTICAL DATUM
TWP	TOWNSHIP	INV INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
RGE	RANGE	℄ CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT	USC & GS	UNITED STATES COAST & GEODETIC SURVEY

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE	TREE TYPE	TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MP	MAPLE TREE	CD	CEDAR TREE		
SYC	SYCAMORE TREE	EM	ELM TREE		
OK	OAK TREE	CIT	CITRUS TREE	OK24 8	
SG	SWEET GUM TREE	PN	PINE TREE		MULTIPLE TRUNKS
HK	HICKORY TREE	PM	PALM TREE		
CB	CHINABERRY TREE	HY	HOLLY	TREE SYMBOL	

FOR: MERITAGE HOMES OF FLORIDA, INC.

SCALE: 1"=100' FIELD BOOK: - PAGE(S): - SHEET 1 OF 1

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	-	-	-	-	-
BOUNDARY SURVEY :	06-08-2023	23-0348	JP	TJ	JB
TOPOGRAPHIC SURVEY :	-	-	-	-	-
FOUNDATION LOCATION :	-	-	-	-	-
FINAL IMPROVEMENTS :	-	-	-	-	-
RECERTIFICATION :	-	-	-	-	-

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

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

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

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	MERITAGE HOMES, LLC	06-08-2023	24-0398
SURVEY	RIDGEHAVEN, LLC		
	FIDELITY NATIONAL TITLE INSURANCE COMPANY		

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

BRADFORD PARK
ORMOND BEACH

FOR: MERITAGE HOMES OF FLORIDA, INC.

JOB NO. 24-0398

BOUNDARY SURVEY

SHEET 2 OF 2

ATTACHMENT 4

R-4, Single-Family Cluster and Townhouse zoning district

Sec. 2-17. - R-4, Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE:	The purpose of the Single-Family Cluster and Townhouse (R-4) Zoning District is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

1	2	3	4	5.	6.	7.	8.	9.	10.	11.	12.				
Type	**Density (units per acre)**	**Maximum Building Height**	**Maximum Parcel Building Coverage**	**Maximum Lot Building Coverage**	**Maximum Parcel Impervious Coverage**	**Maximum Lot Impervious Coverage**	**Minimum Parcel Size in SF**	**Minimum Lot Size in SF**	**Minimum Lot Width**	**Minimum Lot Depth**	**Setbacks**				
											a. Front	**b. Rear**	**c. Side**	**d. Street Corner/Corner**	**e. Waterbody**
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'

Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Community Residential Home 2. Dwelling, Duplex 3. Dwelling, Single-Family, Detached 4. Dwelling, Triplex 5. School, Public	1. Adult Day Care Center 2. Adult Family Day Care 3. Assisted Living Facility 4. Cluster Subdivision, Single-Family 5. Dwelling, Multifamily 6. Dwelling, Quadraplex 7. Family Day Care Home 8. Foster Home 9. Group Home 10. Nursing Home 11. Parks and Recreation Facilities, Private 12. Parks and Recreation Facilities, Public 13. Patio Subdivision 14. Public Facilities 15. Public Utilities 16. School, Private 17. Telecommunication Tower or Antenna, Camouflaged 18. Townhouses 19. Water Survival Instruction 20. Wind Energy System 21. Zero Lot Line Subdivision	1. Bed and Breakfast Inn 2. Child Care Facilities 3. Historic Preservation Mixed Use 4. House of Worship	All development must comply with setback requirements:1. Wetlands (chapter 3, article II).2. Special corridors and buffer requirements (chapter 3, article I).3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. Single-family residential buildings shall have the following minimum floor area:

Zone Suffix	1-Story	Split Level	2-Story
A	1,500 SF	1,800 SF	2,100 SF
B	1,350 SF	1,650 SF	2,000 SF
C	1,150 SF	1,400 SF	1,750 SF

6. Multifamily, duplex and triplex residential dwelling units shall have the following minimum square footage per bedroom:

One = 750 SF	Three = 1,050 SF
Two = 900 SF	Each Additional Bedroom = 150 SF

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

H. SPECIAL STANDARDS:

Nonconformance: Single-family residential lots located within this district and having a minimum lot area of 7,500 square feet, a minimum width of 75', and located in areas of the city where established street patterns and lot configurations are generally consistent with the 7,500 square foot/75' width standard, shall be deemed to be conforming lots, subject to the setback and buffer requirements of Ordinance No. 78-35, as existed on December 31, 1991. Parcels within such districts may be divided into lots having minimum lot areas of 7,500 square feet and minimum widths of 75', provided the structure on each lot meets the setback and buffer requirements of Ordinance No. 78-35. However, where the recorded plat or covenants indicate front yards in excess of current city standards for principal buildings, said plat or covenants shall first be properly amended prior to the issuance of a building permit.

Approved Plats: Setbacks that are less restrictive than the standards listed above are acceptable, provided that they are either shown on the approved plat or a less restrictive standard was in place at the time of recording the original plat.

(Ord. No. 2012-03, § 3, 2-7-2012; Ord. No. 2013-11, § 3, 2-5-2013; Ord. No. 2013-13, § 10, 2-5-2013; Ord. No. 2022-38 , § 1, 1-10-2023)

Planning Board minutes from August 8, 2024

ITEM:

PZ-2024-072

Bradford Park
Final Plat

Recommended for Approval (6-0)

concurrency and all subdivision details. Mr. Spraker continued that when there is a preliminary plat, the applicant is allowed to go to construction. They are under construction today. Mr. Spraker added that the applicant has two choices with the preliminary plat, they can go to construction, get it accepted and then record the plat or can go through and record the plat, post a performance bond and finish the work. The plat would be recorded and then construction would finish. Mr. Spraker concluded that the final plat is the subdivision of land, and the preliminary plat is how it is going to be constructed.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ-2024-071 – Bradford Lakes, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

C. PZ-2024-072 – Bradford Park, Final Plat

Mr. Steven Spraker, Planning Director, stated that the application from Meritage Homes of Florida, Inc., is for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of the Pennsylvania Avenue right-of-way (ROW), east of I-95, and west of Plantation Oaks Boulevard. He explained that they will construct Pennsylvania Avenue and a portion of Ventnor Avenue. Mr. Spraker stated that the property is unique because it is using its straight zoning of R-4 and no Planned Development was required. The project is meeting the requirements of the R-4 zoning district standards.

Mr. Spraker continued that the preliminary plat for the project was approved in 2024. He reiterated that it is a legal document that allows the subdivision of land and it is under construction.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions.

Ms. Shull asked about the greenspace to the south. Mr. Spraker replied that there is an existing single-family home and a proposed hotel planned in the area.

Mr. du Moulin asked for information on the National Gardens. Mr. Spraker replied that in 1926 there was a plat that divided all of the land area into 25’ by 100’ or 50’ by 100’-lots, called the National Gardens. He continued that in 1986 there was a Development of Regional Impact (DRI) that took all of the area and made it into the National Gardens Development of Regional Impact, which led to Ormond Lakes, Plantation Oaks and a portion of Halifax Plantation. The original plat area explained as the divided land area into the small lots was redeveloped into subdivisions such as Bradford Lakes, Bradford Park, RidgeHaven, and Plantation Oaks.

Mr. Galloway added that the National Gardens was previously known as the master gardens in the late 1800s and early 1900s where there was a bulb plant company over hundreds of acres. The land was sold to the Florida East Coast Railroad. There were hundreds and possibly thousands of 20’-lots that were sold in the great real estate boom before the depression with quick claim deeds on properties purchased by

a lot of people in Philadelphia that bought them for $5 down and $250 for 60 months, he said.

Chairman Thomas added that the area went as far as the Ormond Beach Sports Complex and explained the triangle there that says National Gardens on it.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to approve PZ-2024-072-Bradford Park, Final Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Ms. Sharon Trescott, 689 Pineland Trail, distributed handouts to the Board and discussed her points and questions by referring to the area maps that she provided around her home in the A-2 zoning in the County. She thanked Mr. Jorczak for his comments and concern for the industrial property at the July Planning Board meeting. Ms. Trescott referred to the map of her home area in the County displayed overhead. She stated that she has been there since she bought the land when they cut up the 100 acres, dividing them into 10-acre parcels in the 1960s. Ms. Trescott remarked that she may be the only original owner in the area. She continued that the RR zoning is the Hope and Timothy Street area. She explained the A-2 zoning district area in the County and added that it has recently changed with Oklahoma Street where mobile homes have been added. Ms. Trescott commented that it fronts Interstate 95 near the City of Ormond Beach Business Park and future Ormond Crossings Business Park in the area. She requested to be able to work her property where if she does not want it used for residential, with the growth and development that is happening around her property, if she can get Industrial or Commercial zoning on the property. Ms. Trescott referenced the zoning request for PID in the City, a new zoning that would allow 10-acre parcels to have five developments on it that would not have to be a business park, and referenced Pineland Trail changes.

Ms. Trescott continued that she thinks it would better to do before someone put a motor cross track or other things in Volusia County A-2 zoning district. She commented that she thinks her surrounding area is going to be city. She noted that she thought that the City, by state law, can take the land administratively. Ms. Trescott stated that she would like to be able to do on her land what others are doing the right way and see it as Industrial zoning, where the location will beautify Interstate 95 as people are coming into Ormond Crossings. She added that the County may have ignored the area because city zoning is all around the properties there. Ms. Trescott referenced the Interlocal Service Boundary Agreement Area (ISBA) did not cover their area. She asked if water and sewer is being brought to areas on Pineland Trail and other development if it would be feasible to come up the road further and then take it administratively and connect them with water and sewer. Ms. Trescott remarked that she is ready to sell and take an offer but does not want to give it away. She thinks others in the area may want to as well. She commented that it is going to be harder to do the hay and cows on an urban road and feels maybe the City does not want that.

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

Ordinance No. 2024-28

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "BRADFORD PARK" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; 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 application from Meritage Homes of Florida, Inc., for a final plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of Pennsylvania Avenue right-of-way, east of I-95, and west of Plantation Oaks Boulevard.

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 Ordinance is for the subdivision of land for a residential subdivision.

   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 Ordinance is for the subdivision of land for a residential subdivision. 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. This Ordinance is for the subdivision of land for a residential subdivision. There are no new fees proposed.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This Ordinance is for the subdivision of land for a residential subdivision.

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

September 18, 2024 - City Commission

Number: 9.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-29
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RidgeHaven Subdivision, Street Name Changes		
Summary:	This is a request to change 2 street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven Avenue. On June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for the RidgeHaven subdivision for a subdivision of 286 lots on approximately 103.45 acres. The RidgeHaven subdivision is built around undeveloped parcels (enclaves) which are not part of the subdivision. These parcels are owned by individuals not associated with the subdivision development. On May 21, 2024, the City Commission approved Ordinance 2024-05 approving the final plat for the RidgeHaven subdivision. The final plat was recorded in Map Book 66, pages 26-43. The plat did not change the street names, Halifax Street and Matanzas Street, along the enclave parcels not included with the RidgeHaven subdivision. The purpose of this street name change request is to have 1 street name along the roadways of the RidgeHaven subdivision and the enclave parcels. The Ordinance proposes to change 2 streets previously listed. Notice of the proposed street name change has been sent to abutting property owners and noticed in the Daytona Beach News-Journal. Section 3-54(6) of the Land Development Code requires the same street name along the entirety of a street. Allowing 2 different street names could cause confusion for mail delivery and response from emergency services. Street name changes are regulated by Section 17-8 of the Code of Ordinances and requires notification to property owners of the street name change.		

Financial Impact:	None
Citizen Impact:	The purpose of the street name changes is to ensure the provision of public services. There are no existing structures along the areas of the street name change. No citizen impacts are anticipated as the result of the street name change.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of an Ordinance amending the street names of Halifax Street to Cliffhaven Court and Matanzas Street to RidgeHaven Avenue located within the RidgeHaven subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-29 Ridgehaven -Street Name Changes (P24-0168G) 2. Exhibit A, Halifax Street to Cliffhaven Court, V2 3. Exhibit B, Matanzas Street to Ridgehaven Avenue, V2 4. RidgeHaven Plat, MB66_PG28 5. National Gardens, MB10_PG252 6. Ordinance BIE, Street Name Changes (1)
Approval:	Kelly McGuire, Finance Director 8/22/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/4/2024

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Halifax Street and Matanzas Street were platted as part of the National Gardens plat recorded in Volusia County records Map Book 10, Page 252, and

WHEREAS, the RidgeHaven Subdivision plat recorded in Volusia County records Map Book 66, Pages 26-43, re-platted portions of the National Gardens plat and amended certain street names, including the amendment of "Halifax Street" to "Cliffhaven Court", and "Matanzas Street" to "Ridgehaven Avenue", and

WHEREAS, there are undeveloped parcels located within the area of the RidgeHaven Subdivision that are owned by individuals not associated with the RidgeHaven Subdivision, and

WHEREAS, because the above-referenced parcels were not part of the RidgeHaven Subdivision plat, the street name changes to Halifax Street and Matanzas Street were not updated along the parcels; and as a result, there are now two street names along the same roadways, and

WHEREAS, the purpose of the street name changes is to provide common roadway names for public services, and

WHEREAS, there are no existing residential single-family home structures located on the parcels where the street name changes are sought; and the property owners along Halifax Street and Matanzas Street have been notified of the proposed street name changes, and

WHEREAS, the street name changes are necessary to provide public and emergency service; and will not have an adverse impact on the "911" emergency communications system in Volusia County, or upon abutting property owners, and

WHEREAS, the street name changes have been reviewed and processed in accordance with Section 3-54 of the *Land Development Code* and Section 17-8 of the *Code of Ordinances*, and

WHEREAS, the City Commission finds the street name changes to be consistent with the provisions of the *Land Development Code* and *Code of Ordinances* 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. The name of "Halifax Street", said public street being located within the area of the Ridgehaven Subdivision, is hereby changed to "Cliffhaven Court", as more particularly depicted in Exhibit "A" attached hereto.

SECTION TWO. The name of "Matanzas Street", said public street being located within the area of the Ridgehaven Subdivision, is hereby changed to "Ridgehaven Avenue", as more particularly depicted in Exhibit "B" attached hereto.

SECTION THREE. The City Commission hereby directs the City Clerk to record a copy of this Ordinance in the public records of Volusia County, Florida.

SECTION FOUR. The City Commission hereby directs the City staff to transmit a certified copy of this Ordinance to the appropriate agencies.

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

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

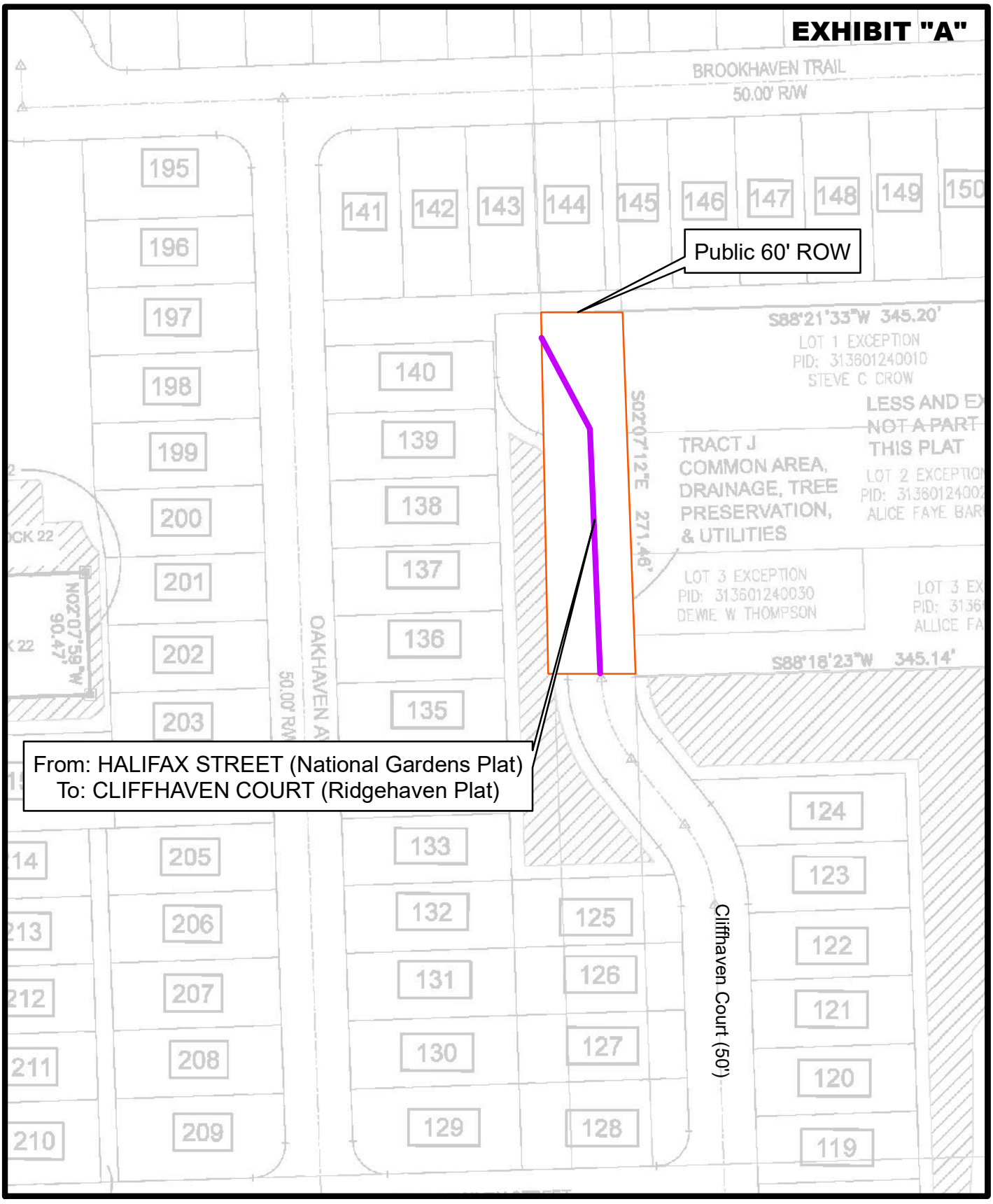
PASSED UPON at the first reading of the City Commission, this 18th day of September, 2024.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of October, 2024.

_____
BILL PARTINGTON
Mayor

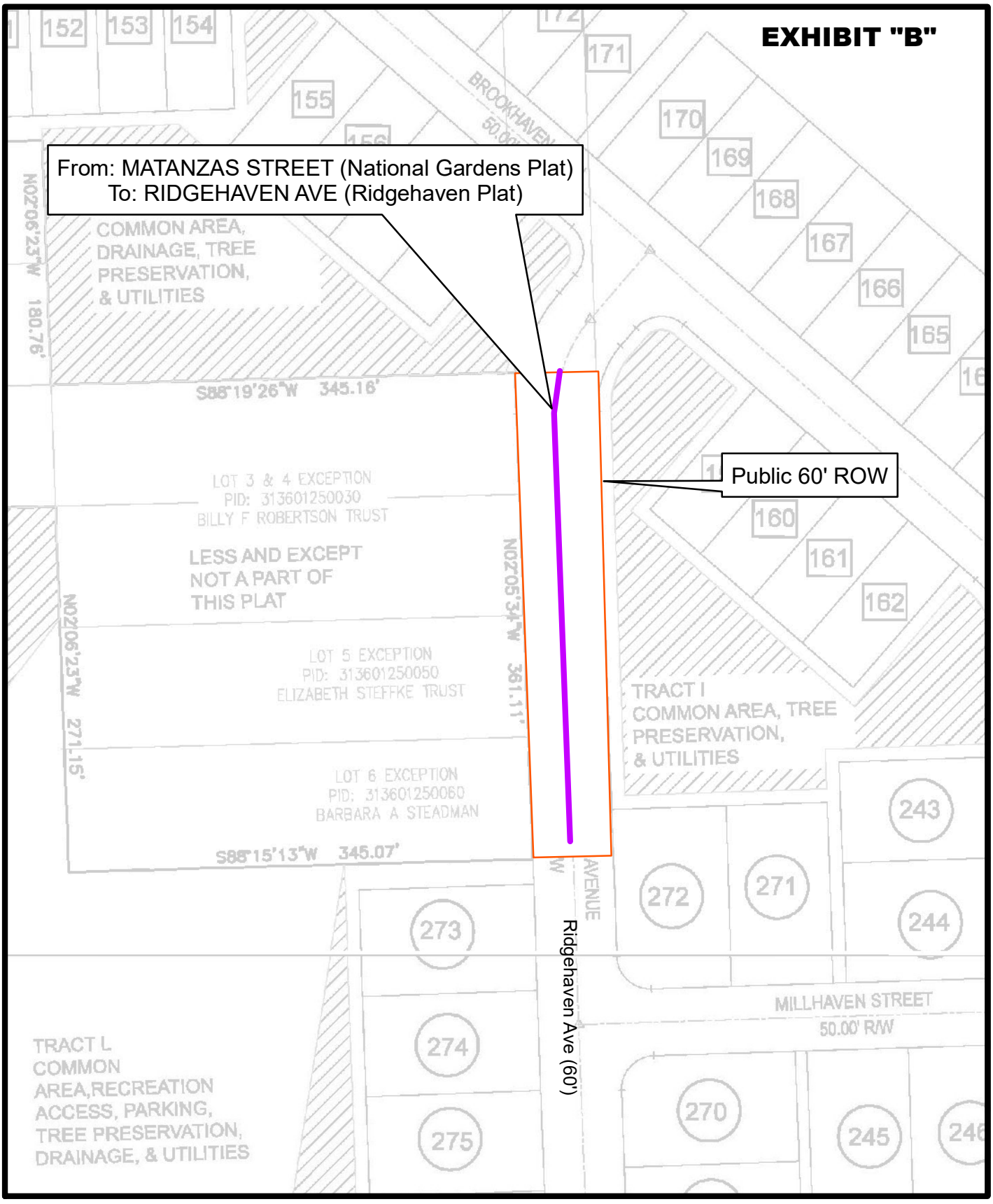
ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk



STREET NAME CHANGE MAP
From: HALIFAX STREET (Platted MB10 PG252)
To: CLIFFHAVEN COURT (Platted MB66 PG28)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 21, 2024



STREET NAME CHANGE MAP
From: MATANZAS STREET (Platted MB10 PG252)
To: RIDGEHAVEN AVE (Platted MB66 PG28)

Prepared By: The City of Ormond Beach
G.I.S. Department - August 21, 2024

N
W E
S

Instrument # 2019109052 #3
BOOK: 66 PAGES: 28

RIDGEHAVEN

MAP BOOK: 66 PAGE: 28

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ------ CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- [50] = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

UNPLATTED (VACANT)
N88°20'29"E 585.53'

EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH, UNIT 1 MB 59 PG 138-154

N02°05'14"W 2368.80'

SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N87°55'16"E 1308.48'

POINT OF BEGINNING NORTHEAST CORNER OF REVISED PLAT OF NATIONAL GARDENS, MB 10, PG's 250-253 ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST

LOT 159 | LOT 160 | LOT 161 | LOT 162 | LOT 163 | LOT 165 | LOT 166 | LOT 167 | LOT 49 | LOT 50

VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

EASTERLY LINE, REVISED PLAT, NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36
S02°04'17"E 2615.20'
1352.43'

TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)

Δ=25°52'48" R=1096.00' L=514.18' CB=N11°17'38"E CH=509.46'

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

BROOKHAVEN TRAIL 50.00' R/W

ADDITIONAL DEDICATED R/W

WEST RIGHT OF WAY HALIFAX ST. MB10, PAGES 250-154

NORTHEAST CORNER LOT1

NORTH LINE LOT 1
N88°21'33"E 345.20'

OB OUT PARCEL W CORNER LOT1
N88°21'33"E 60.00'

LOT 1 EXCEPTION PID: 313601240010 STEVE C CROW

LESS AND EXCEPT NOT A PART OF THIS PLAT

LOT 2 EXCEPTION PID: 313601240020 ALICE FAYE BARR

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

HALIFAX STREET 60.00' R/W

N02°07'12"W 271.52'

S02°05'20"E 1363.74'

LOT 3 EXCEPTION PID: 313601240030 DEWIE W THOMPSON

MB 10, PG(S) 250-253

LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR

SOUTHEAST CORNER LOT1
NORTHWEST CORNER LOT3

NORTH LINE LOT 3
N88°19'26"E 405.16'

ROSEHAVEN AVE. 60.00' R/W

MONUMENTED EAST LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

N02°06'49"W 201.19'

S87°51'51"W 345.14'

MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
N87°48'07"E 345.12'

N02°07'56"W 201.47'

TRACT C COMMON AREA, I ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

OAKHAVEN AVENUE 50.00' R/W

NORTHWEST CORNER LOT4
SOUTHEAST CORNER LOT3

LOT 3 & 4 EXCEPTION PID: 313601250030 BILLY F ROBERTSON TRUST

LESS AND EXCEPT NOT A PART OF THIS PLAT

MB 10, PG(S) 250-253

EAST RIGHT OF WAY MATANZAS ST. MB10, PAGES 250-153

MATANZAS STREET 60.00' R/W

S02°05'34"E 361.03'

N02°06'49"W 271.15'

LOT 5 EXCEPTION PID: 313601250050 ELIZABETH STEFFKE TRUST

LOT 6 EXCEPTION PID: 313601250060 BARBARA A STEADMAN

S88°15'13"W 405.07'

SOUTH LINE LOT 6

5/8" IRON ROD & CAP (PRM) LB3019

SOUTH LINE LOT 3
S88°18'23"W 405.14'

TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES

TRACT D COMMON AREA, SIGNAGE & UTILITIES

50.00' | 50.00'

PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154 (100.00' R/W)

EASTERLY RIGHT OF WAY LINE

GREENHAVEN PLACE 50.00' R/W

TRACT N, COMMON AREA, DRAINAGE & UTILITIES

FORESTHAVEN STREET 60.00' R/W

CLIFFHAVEN COURT 50.00' R/W

TRACT L COMMON AREA,RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES

MILLHAVEN STREET 50.00' R/W

RIDGEHAVEN AVENUE 60.00' R/W

BROOKHAVEN TRAIL 50.00' R/W

TRACT E COMMON AREA, SIGNAGE & UTILITIES

N02°06'49"W 674.45'

TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

MATCHLINE

MATCHLINE

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

SHEET 3 OF 18

PLAN

SHEET No 3.

Approved for Record

JUN 16 1926

ACCREDITED REPRESENTATIVE
BOARD OF COUNTY COMMISSIONERS
VOLUSIA COUNTY, FLA.

Certified in compliance with Survey Laws of 1925 and filed for record this

Clerk Circuit Court.

D.C.

SHOWING REVISED PLAT

OF

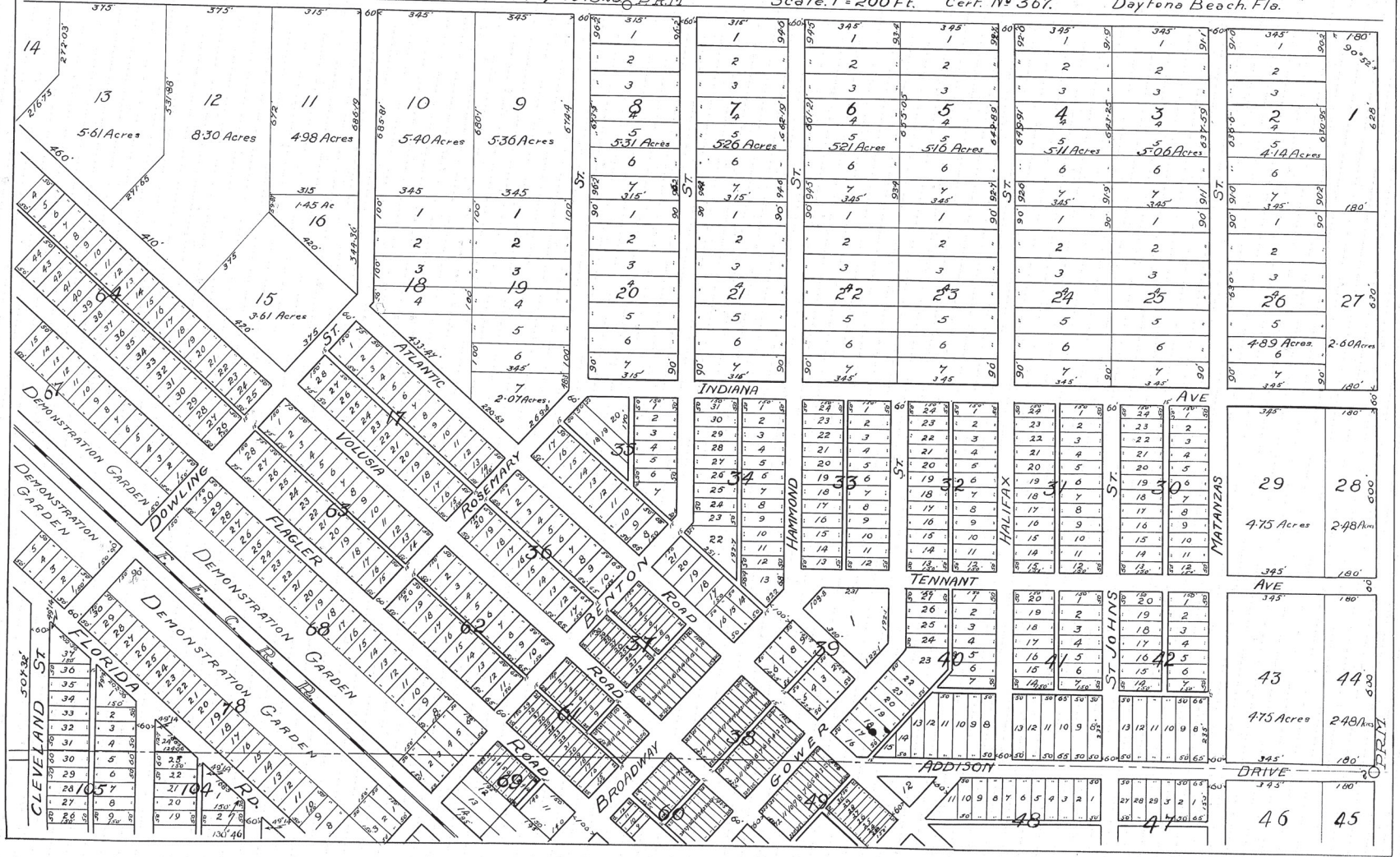
NATIONAL GARDENS

Property of

Florida East Coast Development Co.

May 26"1926 P.R.M. Scale. 1"= 200 Ft. Cert. No 367.

George A. Graham
Civil Engineer & Surveyor.
Daytona Beach. Fla.



Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

ORDINANCE NO. 2024-29

AN ORDINANCE CHANGING THE NAME OF "HALIFAX STREET" TO "CLIFFHAVEN COURT", AND "MATANZAS STREET" TO "RIDGEHAVEN AVENUE", SAID STREETS BEING LOCATED IN THE RIDGEHAVEN SUBDIVISION AREA; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR TRANSMITTAL AND RECORDING IN THE PUBLIC RECORDS OF VOLUSIA COUNTY; 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 request to change 2 street names within the area of the RidgeHaven subdivision. The street names include (1) Halifax Street to Cliffhaven Court and (2) Matanzas Street to Ridgehaven Avenue.

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 Ordinance is for the renaming of streets.

   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 Ordinance is for the renaming of streets.

   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 Ordinance is for the renaming of streets.

3. **A good faith estimates of the number of businesses likely to be impacted by the ordinance.**

   None. This Ordinance is for the renaming of streets.

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

September 18, 2024 - City Commission

Number: 9.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-133
Strategic Goal:	Economic Development - OtherTransportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1340 West Granada Blvd, Lowe's Special Exception for Outdoor Activity		
Summary:	This is a request submitted by Lowe's Home Centers, LLC for a Special Exception to authorize outdoor activity use. The application seeks to expand the previously approved permanent outdoor storage, display, and sales of merchandise areas approved by Special Exception, Resolution 2012-73, under certain conditions, at the store. The subject property is located at 1340 West Granada Boulevard and is zoned B-8 (Commercial) and SE (Special Environmental). In 2012, Resolution 2012-73 was approved for the permanent outdoor storage, display, and sales of merchandise under certain conditions and in conformance with the approved site plan. The outdoor display was limited to areas along the front of the store façade. In January 2024, City staff received a complaint that the business had gone beyond the development order, which resulted in a neighborhood improvement case. The Planning Board recommend approval of the Special Exception per the site plan exhibit and under certain conditions with a 5-1 vote at the July 11, 2024, meeting. The Planning Board added the condition: no product shall be visible from the West Granada Boulevard right of way. At the August 20, 2024, City Commission meeting, there was concern expressed by the City Commission regarding the existing outdoor storage and lack of adherence to the 2012 development order. The City Commission continued the item to allow the applicant to make modifications to the outdoor activity site plan exhibit.		

	The applicant has provided a revision for the City Commission's review. Revisions made to the drawings are as follows: • The front gates have been removed. • Revised to provide a two-sided (north and west) fully enclosed fence from West Granada Boulevard that is ten feet in height with screening. • All loading will occur to the south (rear of the Garden Center) of the fence enclosure or the 4 front parking spaces for small products. • Eliminated the westerly exterior spaces to provide for the vehicular route. • Added a large landscape island at the front of the fence enclosure for screening. • Upham's Landscape Architect met with the city's Landscape Architect to review, refresh and update the Granada Boulevard Greenbelt plantings. The proposed plan is included in the packet and as Exhibit "C" to the development order. The plan seeks to maintain the outdoor merchandise as approved in th 2012 development order and surround the outdoor products west of the garden center into a 10-foot screen garden center area.
Financial Impact:	None
Citizen Impact:	The Special Exception for permanent outdoor activity and storage of merchandise is not expected to have any negative citizen impacts.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended approval of the Special Exception application for the permanent outdoor storage, display, and sales of merchandise for the Lowe's Home Improvement Store at 1340 West Granada Blvd. The site plan exhibit has been updated based on direction provided by the City Commission on August 20, 2024.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-133 Lowes SE (P24-0134G) 9.4.24 2. SE DO, Lowes, 1340 West Granada Blvd 9.4.24 3. EXHIBIT A-Legal Description 4. Exhibit B, SPRC Comments 5. Exhibit C, Lowe's SE Exhibit- Updated 09.03.24 6. Exhibit D, Conditions, 09.4.2024 7. Updated site plan, -09.03.24, Lowe's SE 8. 07.11.2024 Lowe's Outdoor Activity Special Exception-PB Staff Report (8.5x11) 9. 07.11.2024, DRAFT Planning Board minutes, 1340 WGB-Lowes SE

Approval:	Kelly McGuire, Finance Director	9/6/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/6/2024
	Joyce Shanahan, City Manager	9/12/2024

RESOLUTION NO. 2024-133

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION TO ALLOW OUTDOOR ACTIVITY TO INCLUDE THE PERMANENT OUTDOOR STORAGE, DISPLAY, AND SALES OF MERCHANDISE AT THE LOWES HOME IMPROVEMENT STORE LOCATED AT 1340 WEST GRANADA BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Lowe's Home Centers, LLC, a North Carolina limited liability company (f/k/a Lowe's Home Centers, Inc.) (the "Applicant") has applied for the issuance of a Special Exception to allow outdoor activity to include the permanent outdoor storage, display, and sales of merchandise at the existing Lowes Home Improvement Store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts (Volusia County Property Appraiser Parcel Number: 4230-00-00-0311), and

WHEREAS, by Resolution 2012-73, the City Commission approved a Special Exception to allow permanent outdoor storage, display, and sales of merchandise in front of the existing store, which Resolution and Development Order are recorded in Official Records Book 6717, Pages 430 through 442, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the applicant's outdoor storage, display, and sales of merchandise exceeded the limits established in Resolution 2012-73, which resulted in Neighborhood Improvement Case #NID-2024-000079. On March 25, 2024 the Special Magistrate and Applicant, by means of a stipulated agreement, acknowledged a violation of the approved Special Exception

Developer Order that existed on the property, and the Applicant agreed to bring the property into compliance by September 27, 2024, and

WHEREAS, the intent of this application is to replace the Special Exception Development Order approved by Resolution 2012-73 in its entirety, and

WHEREAS, the application does not propose any new construction or additional building square footage, and

WHEREAS, the said application complies with the provisions of the City of Ormond Beach *Land Development Code* ("the *Land Development Code*") and the general laws of Florida, and

WHEREAS, the Planning Board held a public hearing on July 11, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and

WHEREAS, the Planning Board found in their recommendations, the following:

(1) The application has no impacts to residential uses;

(2) The site layout plan for permanent outdoor storage, display, and sales of merchandise does not impact pedestrian or traffic safety;

(3) The location of the permanent outdoor storage, display, and sales of merchandise is unique to this site and shall not be visible from the public roadway; and

(4) There is a need for an enforcement provision to ensure that limits established by the site plan are adhered with; and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The proposed use conforms to the standards and requirements of the Land Development Code and will not create undue crowding beyond the conditions normally permitted in the B-8 (Commercial) zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed use is consistent with the *Comprehensive Plan*;

(3) The proposed use 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;

(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;

(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;

(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;

(7) The proposed use is functional in the use of space and aesthetically acceptable;

(8) The proposed use provides for the safety of occupants and visitors; and

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

now therefore,

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

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

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Development Order for a Special Exception to allow outdoor

activity to include the permanent outdoor storage, display, and sales of merchandise at the existing Lowes Home Improvement Store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts, in accordance with the site plan and conditions described in the Special Exception Development Order, a copy of which is attached hereto and incorporated herein by reference.

SECTION THREE. This Resolution and Special Exception Development Order shall replace the Special Exception Development Order approved by Resolution 2012-73 in its entirety.

SECTION FOUR. A certified copy of this Resolution and the executed original Special Exception Development 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 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Lowe's Home Centers, LLC
	Application No.	PZ-2024-060
	Project Name:	Lowes Special Exception for Outdoor Activity
	Property Address:	1340 West Granada Boulevard
	Parcel ID No.:	4230-00-00-0311

SPECIAL EXCEPTION
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on September 18, 2024, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-8 (Commercial) zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed use is consistent with the *Comprehensive Plan*;

3. The proposed use 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;

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;

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;

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;

7. The proposed use is functional in the use of space and aesthetically acceptable;

8. The proposed use provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Lowe's Home Centers, LLC, a North Carolina limited liability company, (f/k/a Lowe's Home Centers, Inc.) (the "Applicant"), for a Special Exception to allow outdoor activity to include the permanent outdoor storage, display, and sales of merchandise at the existing Lowes Home Improvement Store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts, on that real property described in Exhibit "A" attached hereto and incorporated by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception;

2. The outstanding Site Plan Review Committee comments described in Exhibit "B" shall be satisfied; and

3. Full and complete compliance with the Special Conditions described in Exhibit "D".

B. The final plans for the location of the permanent outdoor storage, display, and sales of merchandise, shall be consistent with the plans displayed in Exhibit "C" and all of the conditions listed in Exhibit "D", said exhibits being attached hereto and incorporated herein by reference.

C. No material change shall be made to the final plans for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

D. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception, such Officer shall promptly present such determination to Special Magistrate for hearing.

E. If this Special Exception is abandoned for a period of six (6) months, a zoning approval for a new use, subject to Special Exception requirements, shall not be issued until the Site Plan review Committee determines that all of the conditions of Chapter I, Article II, Section 1-14(3)(c) of the *Land Development Code* have been met.

F. Because there is no site or building improvements proposed, this Special Exception shall become effective at the time of City Commission approval and shall remain in full force and effect unless and until subsequently amended by the City Commission.

G. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Lowe's Home Centers, LLC, and shall be binding upon Lowe's Home Centers, LLC, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Parcel ID No.: 4230-00-00-0311)

ORDERED this 18th day of September, 2024.

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT “A”

LEGAL DESCRIPTION

30 14 32 W 953.98 FT OF NE 1/4 S OF ST RD 40 EXC IRREG PARCEL IN E 244.23 FT OF W 973.39 FT MEAS ON S R/W OF ST RD 40 & EXC NEW R/W FOR ST RD 40 & INC IRREG PARCEL IN SE 1/4 MEAS 706.45 FT ON W/L & 186.21 FT ON N/L PER OR 4427 PG 2519

OWNER:	LOWE’S HOME CENTERS, INC, A NORTH CAROLINA CORPORATION
LOCATION:	1340 WEST GRANADA BOULEVARD
PARCEL ID#:	4230-00-00-0311

LOCATION MAP

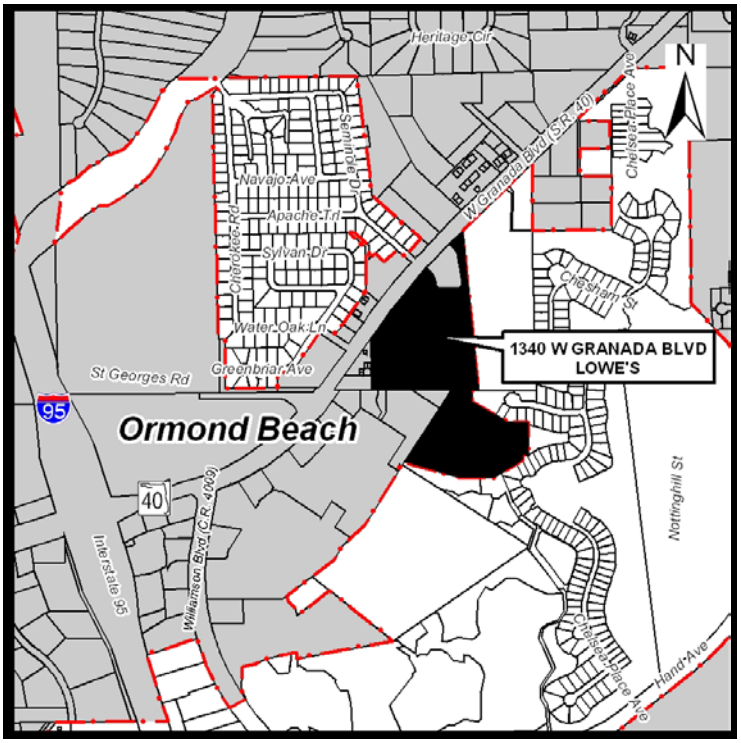


EXHIBIT “B”

SITE PLAN REVIEW COMMITTEE OUTSTANDING COMMENTS

eReview Session for SPRC Review v.2

FILES: Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
Cara Culliver	- This note needs to state the entire site will be brought up to the approved landscape plan if available or meet with City Landscape Architect to determine landscape betterment plan.	07/10/2024 8:40 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Steven Spraker	Please remove this picture as it does not match the detail or the existing garden center screening. Please leave off the picture or provide a picture that matches the existing garden center fencing.	07/12/2024 5:18 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	4
Steven Spraker	Project requires City Commission approval prior to any site plan review committee action.	07/12/2024 5:20 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Noel Eaton	Recommendation: include Planning Board added condition. No product shall be visible from the West Granada Boulevard right of way.	07/23/2024 12:14 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Sarah Cushing	Is there still going to be screening material across the fence as identified in note A.3.? Please add a note addressing the maintenance schedule for replacing the material as it gets worn.	07/23/2024 12:37 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	4



BUILDING AND PARKING DATA:

BUILDING AREA:	
SALES FLOOR	115,508 SF
OFFICES	4,189 SF
RECEIVING	9,321 SF
TOTAL	133,197 SF
GARDEN CENTER (FENCED AREA)	46,465 SF
PARKING REQUIREMENT PER CITY LDC	1 SPACE / 250 SF GROSS FLOOR AREA
133,197 / 250 SF = 533 SPACES	
EXISTING PARKING PROVIDED	
STANDARD	645
VAN	14
TOTAL	659
RATIO SPACES / 1000 SF	4.8
NET NEW PARKING PROVIDED	
EXISTING SPACES	659
NET SPACES LOST	112
SPACES REMAINING	547
RATIO SPACES / 1000 SF	4.0

GENERAL NOTES:

1. NO PRODUCT SHALL BE STACKED HIGHER THAN 8' FROM PAVEMENT SURFACE.
2. NO PRODUCT SHALL BE HIGHER THAN THE GARDEN SIDE OUTDOOR FENCE ENCLOSURE.
3. CUSTOMER VEHICULAR ENTRANCE FOR PICK-UP OF PRODUCT AT GARDEN CENTER OUTDOOR STORAGE AREA OR AT THE FOUR FRONT PARKING SPACES.
4. PEDESTRIAN ACTIVITY WITHIN GARDEN CENTER OUTDOOR STORAGE AREA SHALL BE LIMITED TO VEHICULAR PICK-UP.
5. NO PRODUCT WITHIN THE GARDEN CENTER OUTDOOR STORAGE AREA SHALL BE VISIBLE FROM W. GRANADA BLVD
6. FINAL SITE PLAN SUBJECT TO SPRC APPROVAL OF CONSTRUCTION DRAWINGS

LEGEND:

- OUTDOOR DISPLAY AND SALES OF BULKING PRODUCT, PLANTS, SOD, MOWERS, GRILLS, PICNIC TABLES AND FENCE PANELS PRODUCTS
- OUTDOOR STORAGE OF BULK BUILDING MATERIAL
- OUTDOOR STORAGE OF RACKS, PALLETS AND PRODUCT, TRAILERS, SHEDS, GARDEN AND BUILDING PRODUCT AND MATERIAL
- FIRE HYDRANT LOCATION

INDEX OF SHEETS:

C-1 OUTDOOR STORAGE / DISPLAY SPECIAL EXCEPTION PLAN
C-2 OUTDOOR STORAGE / DISPLAY SPECIAL EXCEPTION DETAIL
C-3 SPECIAL EXCEPTION VEHICULAR TURNING PLAN
A-1.0 FENCE DETAIL

PZ-2024-000060

ORMOND BEACH, FLORIDA

OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION PLAN
LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.
PROJECT No: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PRELIMINARY ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER: C-1

LOWE'S HOME CENTERS, INC.
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

ROGER W. STRICKLAND LICENSED PROFESSIONAL ENGINEER NO. 52784 STATE OF FLORIDA

REVISIONS
◇ RESERVED FOR FUTURE USE
△ 1 ISSUE DATE

DATE	DESCRIPTION
7/2/24	PER CITY COMMENTS
7/2/24	PER CITY COMMENTS
8/6/24	PER CITY COMMENTS
8/6/24	PER CITY COMMENTS



ORMOND BEACH, FLORIDA

ORIGINAL ISSUE DATE:	
PERMIT SET ISSUE DATE:	MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:	
DRAWING NUMBER:	C-2

OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION DETAIL

LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

PROJECT No: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

LOWE'S

LOWE'S HOME CENTERS, INC.
1000 LOWE'S BOULEVARD
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ROGER W. STRCULA
LICENSE
NO. 52784
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REVISIONS

DATE	DESCRIPTION
7/02/24	REVISED BID SPEC
7/01/24	COMMENTS
8/02/24	REVISED BID SPEC
	COMMENTS
	REVISED BID CITY COMM MEETING



ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER: C-3

SPECIAL EXCEPTION PLAN
VEHICLE TURNING PLAN
LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.
PROJECT No: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

LOWE'S

LOWE'S HOME CENTERS, INC.
1000 LOWE'S BOULEVARD
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ROGER W. STRCULA
LICENSE
NO. 52784
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REVISIONS

DATE	DESCRIPTION
7/2/24	REV PER RIB SPRC COMMENTS
7/30/24	REV PER RIB SPRC COMMENTS
8/3/24	REV PER RIB CITY COMM MEETING

2.02 MATERIAL

A. Fencing System: Subject to the performance and design requirement specified herein, fence and gates shall be manufactured from the following materials:

1. Pickets shall be square tubing, minimum 1" x 1" x 16 ga. Tubing for pickets shall be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
2. Rails shall be roll formed channel 1 ½" x 1 ¾" x 14 ga. Or 2" x 2" x 16 ga. minimum square tubing. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
3. Chain link (as indicated on drawings) per specification section 02822. Expanded metal security mesh (as indicated on drawings) shall meet the requirements of ASTM F2548.
4. Posts shall have press-on type steel caps zinc plated to ASTM D633, Service Class II. Tubing for posts to be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming. Posts with greater than 11ga wall thickness shall be formed per ASTM A53, A500 or A501, grade B, with a minimum yield of 46,000 psi, and shall be hot dip galvanized in accordance with ASTM A123. Size and spacing of posts as determined by Engineer.
5. Pickets, rails and posts to be cut, sized, and located as indicated in the certified and approved shop drawings.
6. Panel attachment brackets shall be stainless steel or galvanized steel, with stainless, galvanized or zinc plated fasteners. All brackets and fasteners shall be finished to match fence color.
7. Fence panel sections shall be capable of meeting the performance criteria of ASTM F2408 except that vertical concentrated load testing shall demonstrate capability of supporting a 600 lb. load applied mid-span with minimal deflection, and no permanent deformation.

B. Size: Panel sizes shall be as shown on approved shop drawings. Maximum width is 8'-0".

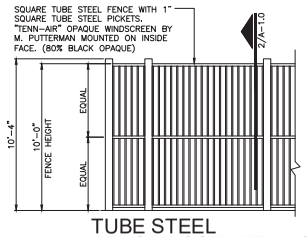
C. Swing Gates:

1. Design of gates shall be as shown on the Drawings.
2. Gate frames and infill panels: Materials as described above in 2.02, A. Frame members shall be MIG welded. Truss rods or cables to be used to prevent gate sag and allow for future adjustment.
3. Gate posts, header beams, foundation and transom frame: Size as determined by Engineer, based on gate size, local wind loading requirements, and installation type.
4. Hinges: Manufacturer's standard hinges, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 deg. Hinge pins shall be non-removable. Hinges shall be welded or attached to face of post that is perpendicular to fence line and not be welded or attached to exposed face of posts which is parallel to fence line.
5. Latch: Capable of retaining gate in closed position and have provision for padlock.
6. Keeper: Provide keeper for each gate leaf over 5 feet wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position and closed position with in-ground sleeves.

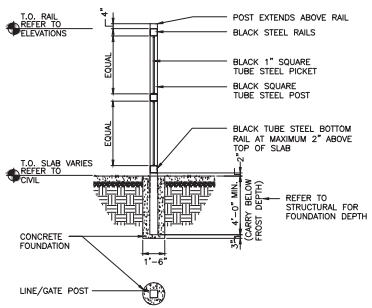
D. Slide Gates (if indicated on drawings):

1. Design of gates shall be as shown on the Drawings.
2. Gate frames and infill panels: Materials as described above in 2.02, A. Frame members shall be MIG welded.
3. Gate posts and transom frame: Size as determined by Engineer, based on gate size, local wind loading requirements, and installation type.

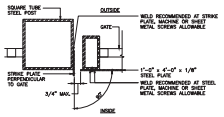
E. All materials delivered to the project site are subject to inspection and testing at Lowe's discretion. The test can be inclusive of any ASTM performance criteria contained in this specification, with concentration on ASTM F2408 as related to the corrosion resistance performance. The tests conducted by Lowe's, through an independent materials test laboratory, will be paid for, at the request of Lowe's, by the manufacturer of the delivered materials not to exceed $200 per project. Products failing to comply with the requirements contained in this specification, demonstrated by test results of the independent lab for that location, will require immediate action on the part of the manufacturer to reconcile the issue to re-establish compliance to the specified requirements at the manufacturers' expense.



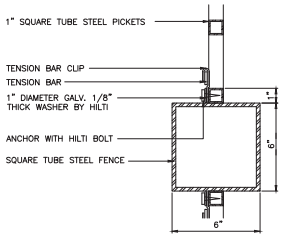
3 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0



2 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0



5 TUBE STEEL STRIKE PLATE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0



4 TUBE STEEL FENCE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0

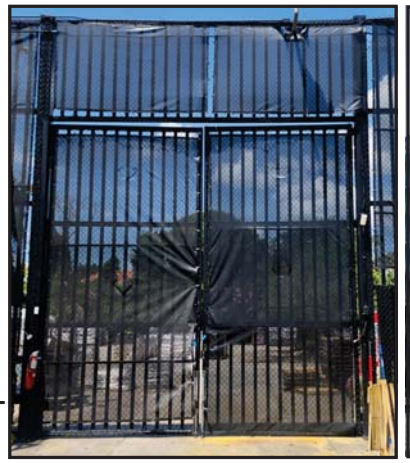
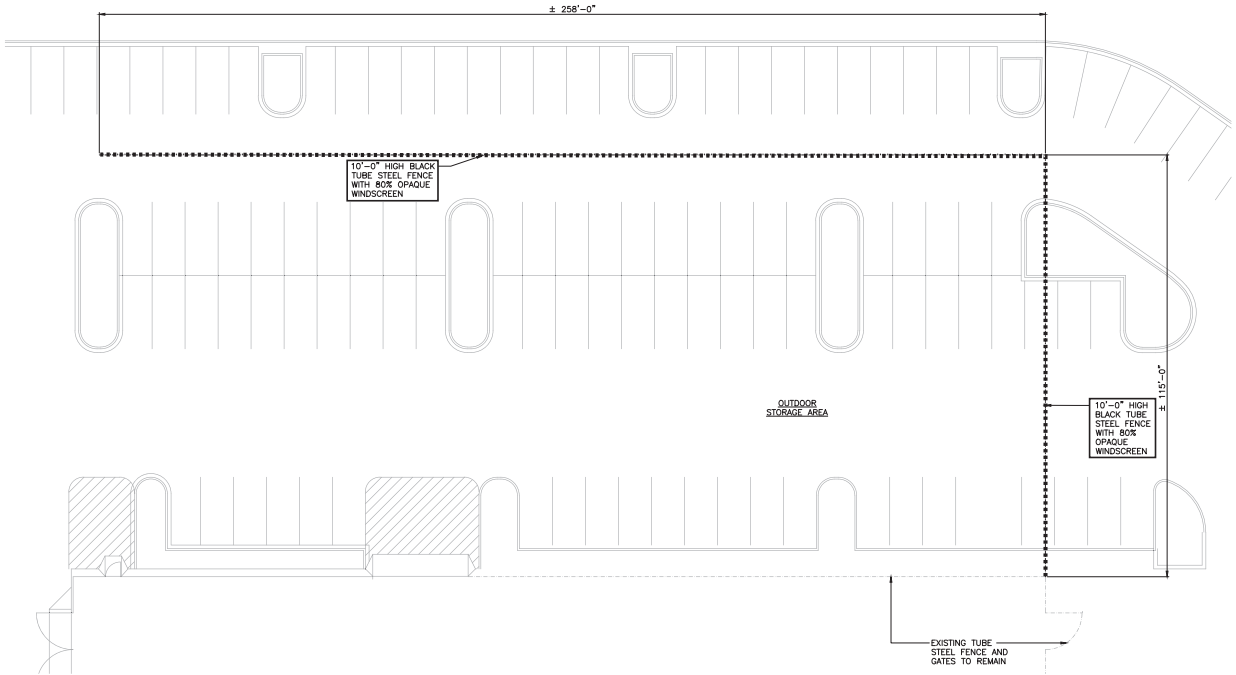




ILLUSTRATION OF BLACK 80% OPACITY SCREEN FABRIC, MATERIAL TO MATCH EXISTING BY TENN-AIR OR EQUAL

(FABRIC SHALL BE REPLACED WHEN WORN , TORN OR OPACITY IS DIMINISHED PER MANUFACTURER'S SPECIFICATIONS)



1 OUTDOOR STORGE PLAN
SCALE: 1/16"=1'-0"

REVISIONS
◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION

TRENT FERRELL ARCHITECT
1313 KALMIA ROAD
KNOXVILLE, TENNESSEE
865.670.9298 (V)

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000 (PH.)

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OUTDOOR STORAGE FENCE PLAN AND DETAILS

LOWE'S OF ORMOND BEACH #0742
ORMOND BEACH, FLORIDA

PROJECT No. XXXXXXX | DRAWN BY: | CHECKED BY:

CRITERIA
ISSUE DATE: 2024
PERMIT SET
ISSUE DATE: 08-30-2024
CONSTRUCTION SET
ISSUE DATE:
DRAWING NUMBER
A-1.0

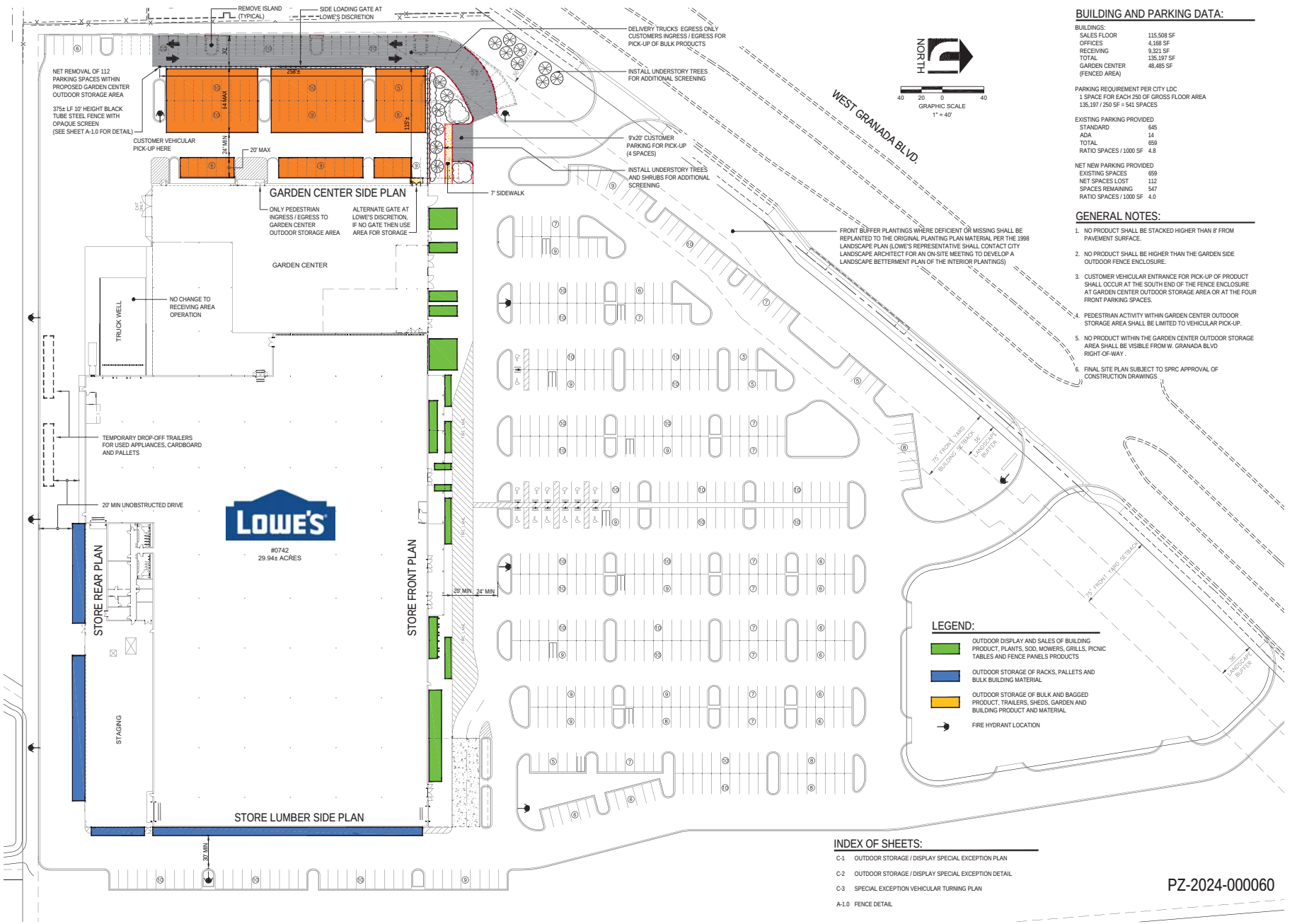
ORIGINAL | REVISED | FINAL

EXHIBIT "D"

Special Exception Outdoor Activity Conditions for the Permanent Outdoor Storage, Display, and Sales of Merchandise

1. No product shall be stacked greater than eight feet (8') in height;
2. Outdoor product can only be stored, displayed, or sold within the delineated areas show on the site plan exhibit (Exhibit "C");
3. The outdoor product display is year round. The merchandise within the designated allowed storage areas may be changed by the store manager, but shall not exceed the designated areas allowed;
4. Delineated areas shall be indicated by a four inch (4") wide yellow painted rectangular outline;
5. Product cannot encroach outside the painted delineated line;
6. If within any one (1) year period, there are two (2) demonstrated code violations of the permanent outdoor storage, display, and sales of merchandise per the site plan attached, as proven through the Special Master code enforcement system, the right to permanent outdoor storage, display, and sales of merchandise under the Special Exception development order shall be automatically revoked without further action of the City Commission. Upon the issuance of a second notice of code enforcement violation by either a Neighborhood Improvement Officer or Police Officer, the ability to have the permanent outdoor storage, display, and sales of merchandise shall be suspended until the finding of the Special Master hearings are complete. If the Special Master determines that a second violation has occurred, the ability to have the permanent outdoor storage, display, and sales of merchandise shall thereafter be deemed to have been revoked. If the Special Master determines that no violation occurred, the applicant shall be permitted to resume the permanent outdoor storage, display, and sales of merchandise; and
7. The product cannot be visible from the Granada Boulevard right-of-way (ROW), and must be behind a ten (10') foot high fence as depicted in Exhibit "C".

UPDATED 09.03.2024



BUILDING AND PARKING DATA:

BUILDINGS:

SALES FLOOR	115,508 SF
OFFICES	4,168 SF
RECEIVING	9,321 SF
TOTAL	135,197 SF
GARDEN CENTER (FENCED AREA)	48,485 SF

PARKING REQUIREMENT PER CITY LDC
1 SPACE FOR EACH 250 OF GROSS FLOOR AREA
135,197 / 250 SF = 541 SPACES

EXISTING PARKING PROVIDED

STANDARD	645
ADA	14
TOTAL	659
RATIO SPACES / 1000 SF	4.8

NET NEW PARKING PROVIDED

EXISTING SPACES	659
NET SPACES LOST	112
SPACES REMAINING	547
RATIO SPACES / 1000 SF	4.0

GENERAL NOTES:

1. NO PRODUCT SHALL BE STACKED HIGHER THAN 8' FROM PAVEMENT SURFACE.
2. NO PRODUCT SHALL BE HIGHER THAN THE GARDEN SIDE OUTDOOR FENCE ENCLOSURE.
3. CUSTOMER VEHICULAR ENTRANCE FOR PICK-UP OF PRODUCT SHALL OCCUR AT THE SOUTH END OF THE FENCE ENCLOSURE AT GARDEN CENTER OUTDOOR STORAGE AREA OR AT THE FOUR FRONT PARKING SPACES.
4. PEDESTRIAN ACTIVITY WITHIN GARDEN CENTER OUTDOOR STORAGE AREA SHALL BE LIMITED TO VEHICULAR PICK-UP.
5. NO PRODUCT WITHIN THE GARDEN CENTER OUTDOOR STORAGE AREA SHALL BE VISIBLE FROM W. GRANADA BLVD RIGHT-OF-WAY .
6. FINAL SITE PLAN SUBJECT TO SPRC APPROVAL OF CONSTRUCTION DRAWINGS

LEGEND:

- OUTDOOR DISPLAY AND SALES OF BUILDING PRODUCT, PLANTS, SOD, MOWERS, GRILLS, PICNIC TABLES AND FENCE PANELS PRODUCTS
- OUTDOOR STORAGE OF RACKS, PALLETS AND BULK BUILDING MATERIAL
- OUTDOOR STORAGE OF BULK AND BAGGED PRODUCT, TRAILERS, SHEDS, GARDEN AND BUILDING PRODUCT AND MATERIAL
- FIRE HYDRANT LOCATION

INDEX OF SHEETS:

C-1 OUTDOOR STORAGE / DISPLAY SPECIAL EXCEPTION PLAN
C-2 OUTDOOR STORAGE / DISPLAY SPECIAL EXCEPTION DETAIL
C-3 SPECIAL EXCEPTION VEHICULAR TURNING PLAN
A-1.0 FENCE DETAIL

PZ-2024-000060

ORMOND BEACH, FLORIDA

REVISIONS
PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION
7/3/24	REV PER 6/19 SPRC COMMENTS
7/30/24	REV PER 7/23 SPRC COMMENTS
9/3/24	REV PER 8/30 CITY COMM MEETING

ROSS E. STRICKLAND, FLORIDA, NO. 52784, STATE OF FLORIDA, LICENSED PROFESSIONAL

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROSS E. STRICKLAND, PE ON THE DATE AND TIME ADJACENT TO THE SEAL USING A DIGITAL SIGNATURE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
285 Kenilworth Avenue • Ormond Beach • Florida 32174
Phone: 386.672.3615 • Fax: 386.673.6554 • LC # 0000357
LB # 0003612

LOWE'S HOME CENTERS, INC.
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000

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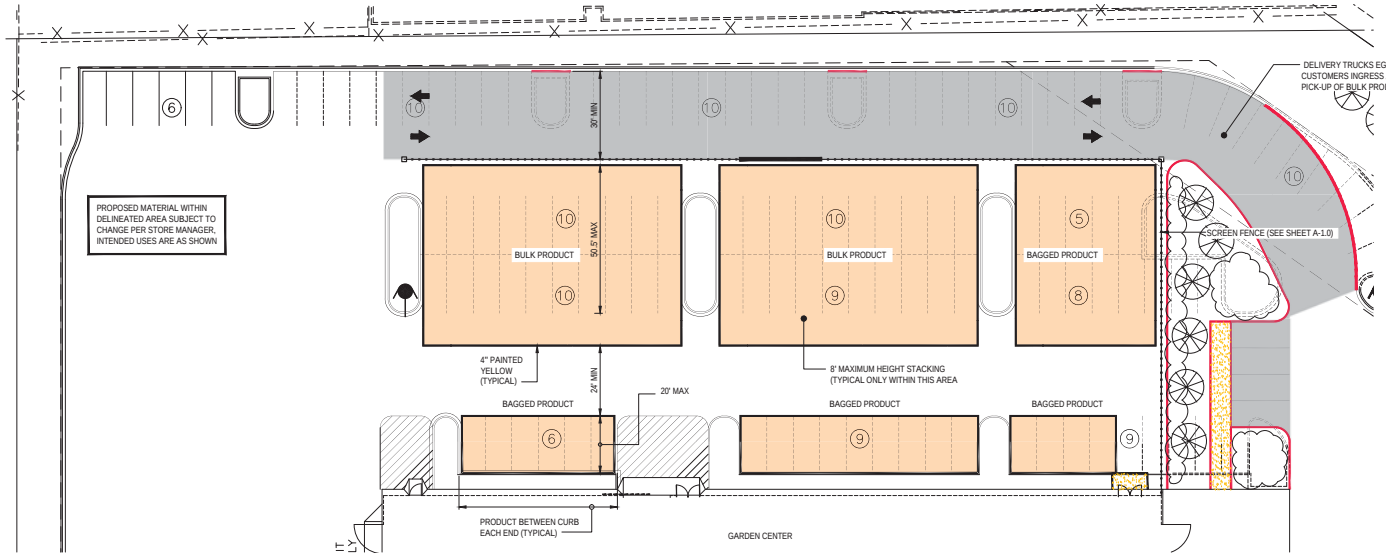
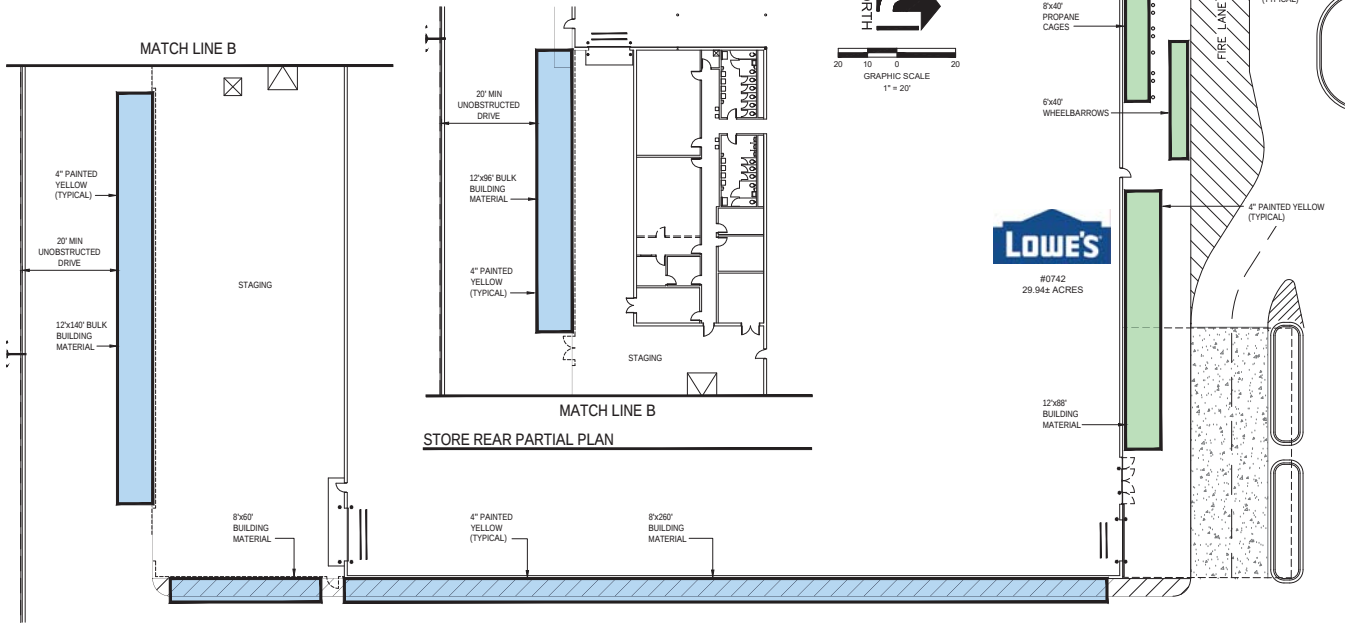
OUTDOOR STORAGE / DISPLAY SPECIAL EXCEPTION PLAN
LOWE'S OF ORMOND BEACH #0742
1340 WEST GRANADA BLVD.
PROJECT No: 24012 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER: C-1

UPDATED 09.03.2024

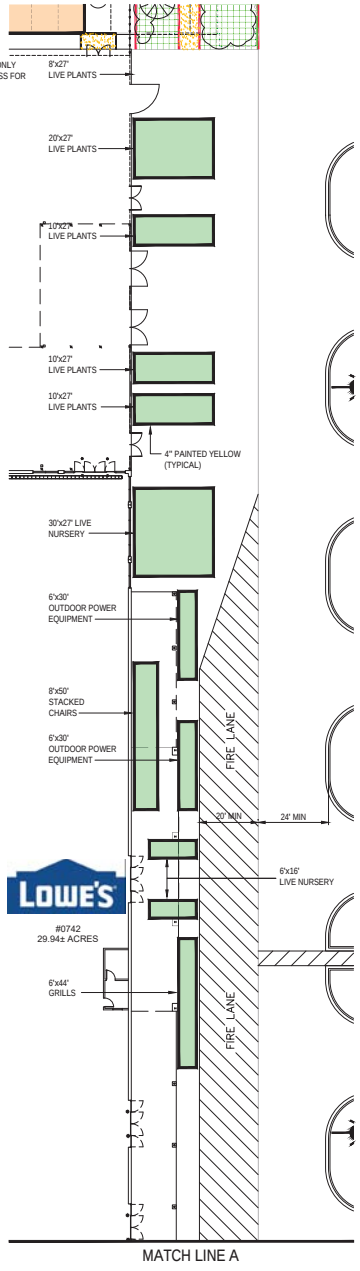


GARDEN CENTER SIDE PLAN



STORE LUMBER SIDE PLAN

STORE REAR PARTIAL PLAN



STORE FRONT PARTIAL PLAN

ORMOND BEACH, FLORIDA

REVISIONS

◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION
7/3/24	REV PER 6/19 SPRC COMMENTS
7/30/24	REV PER 7/23 SPRC COMMENTS
9/3/24	REV PER 8/30 CITY COMM MEETING

ROGER W. STRICKLAND No. 52784 STATE OF FLORIDA REGISTERED PROFESSIONAL

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MOORESVILLE, NC 28117
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LOWE'S

OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION DETAIL

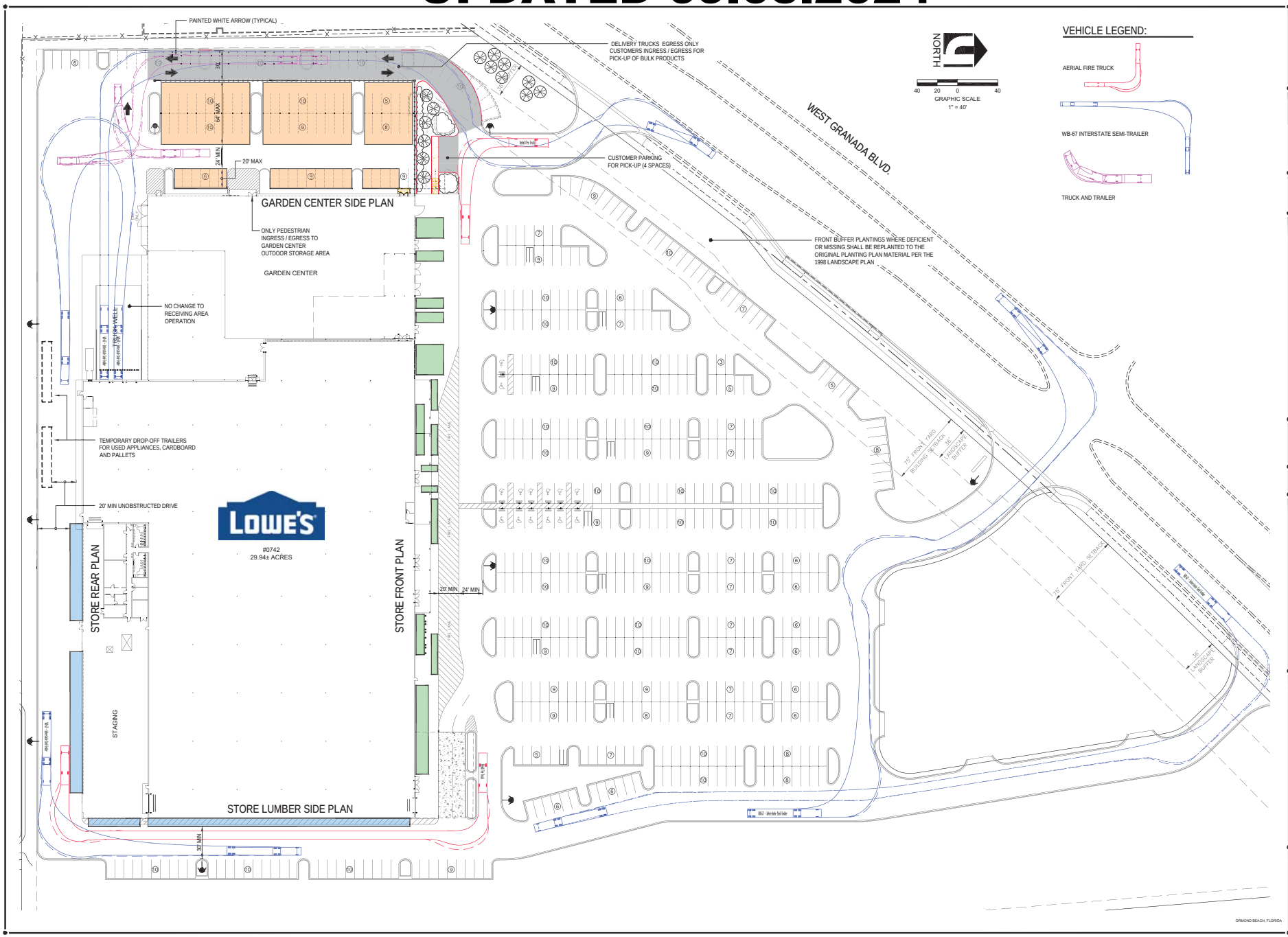
LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

PROJECT No: 24012 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:

DRAWING NUMBER:
C-2

UPDATED 09.03.2024



REVISIONS

PRE-BID SET ISSUE DATE / POST BID SET ISSUE DATE

DATE	DESCRIPTION
7/3/24	REV PER 6/13 SPRC COMMENTS
7/30/24	REV PER 7/23 SPRC COMMENTS
8/3/24	REV PER 8/20 CITY COMM MEETING

ROGER W. STRICULA, LICENSE NO. 52784, STATE OF FLORIDA, PROFESSIONAL ENGINEER

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LOWE'S

SPECIAL EXCEPTION PLAN
VEHICLE TURNING PLAN

LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

PROJECT No.: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE: .
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE: .
DRAWING NUMBER:
C-3

UPDATED 09.03.2024

2.02 MATERIAL

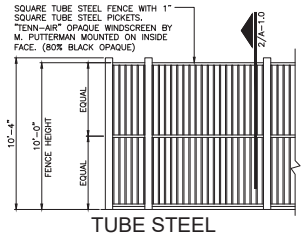
A. Fencing System: Subject to the performance and design requirement specified herein, fence and gates shall be manufactured from the following materials:
1. Pickets shall be square tubing, minimum 1" x 1" x 16 ga. Tubing for pickets shall be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
2. Rails shall be roll formed channel 1 ½" x 1 ¾" x 14 ga. Or 2" x 2" x 16 ga. minimum square tubing. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
3. Chain link (as indicated on drawings) per specification section 02822. Expanded metal security mesh (as indicated on drawings) shall meet the requirements of ASTM F2548.
4. Posts shall have press-on type steel cups zinc plated to ASTM D633, Service Class II. Tubing for posts to be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming. Posts with greater than 11ga wall thickness shall be formed per ASTM A53, A500 or A501, grade B, with a minimum yield of 46,000 psi, and shall be hot dip galvanized in accordance with ASTM A123. Size and spacing of posts as determined by Engineer.
5. Pickets, rails and posts to be cut, sized, and located as indicated in the certified and approved shop drawings.
6. Panel attachment brackets shall be stainless steel or galvanized steel, with stainless, galvanized or zinc plated fasteners. All brackets and fasteners shall be finished to match fence color.
7. Fence panel sections shall be capable of meeting the performance criteria of ASTM F2408 except that vertical concentrated load testing shall demonstrate capability of supporting a 600 lb. load applied mid-span with minimal deflection, and no permanent deformation.

B. Size: Panel sizes shall be as shown on approved shop drawings. Maximum width is 8'-0".

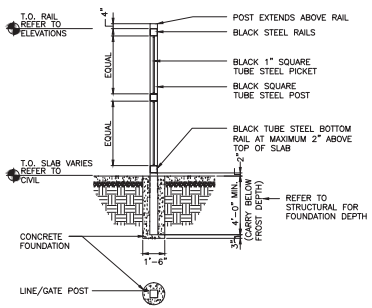
C. Swing Gates:
1. Design of gates shall be as shown on the Drawings.
2. Gate frames and infill panels: Materials as described above in 2.02, A. Frame members shall be MIG welded. Truss rods or cables to be used to prevent gate sag and allow for future adjustment.
3. Gate posts, header beams, foundation and transom frame: Size as determined by Engineer, based on gate size, local wind loading requirements, and installation type.
4. Hinges: Manufacturer's standard hinges, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 deg. Hinge pins shall be non-removable. Hinges shall be welded or attached to face of post that is perpendicular to fence line and not be welded or attached to exposed face of posts which is parallel to fence line.
5. Latch: Capable of retaining gate in closed position and have provision for padlock.
6. Keeper: Provide keeper for each gate leaf over 5 feet wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position and closed position with in-ground sleeves.

D. Slide Gates (if indicated on drawings):
1. Design of gates shall be as shown on the Drawings.
2. Gate frames and infill panels: Materials as described above in 2.02, A. Frame members shall be MIG welded.
3. Gate posts and transom frame: Size as determined by Engineer, based on gate size, local wind loading requirements, and installation type.

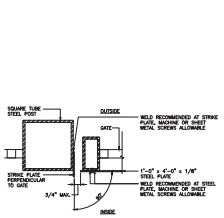
E. All materials delivered to the project site are subject to inspection and testing at Lowe's discretion. The test can be inclusive of any ASTM performance criteria contained in this specification, with concentration on ASTM F2408 as related to the corrosion resistance performance. The tests conducted by Lowe's, through an independent materials test laboratory, will be paid for, at the request of Lowe's, by the manufacturer of the delivered materials not to exceed $200 per project. Products failing to comply with the requirements contained in this specification, demonstrated by test results of the independent lab for that location, will require immediate action on the part of the manufacturer to reconcile the issue to re-establish compliance to the specified requirements at the manufacturers' expense.



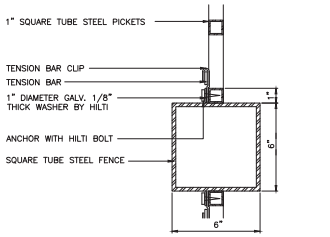
3 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0



2 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0



5 TUBE STEEL STRIKE PLATE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0



4 TUBE STEEL FENCE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0

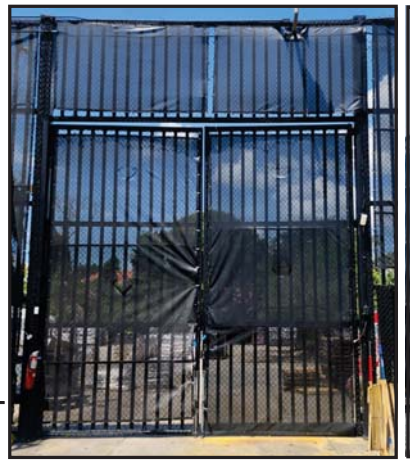
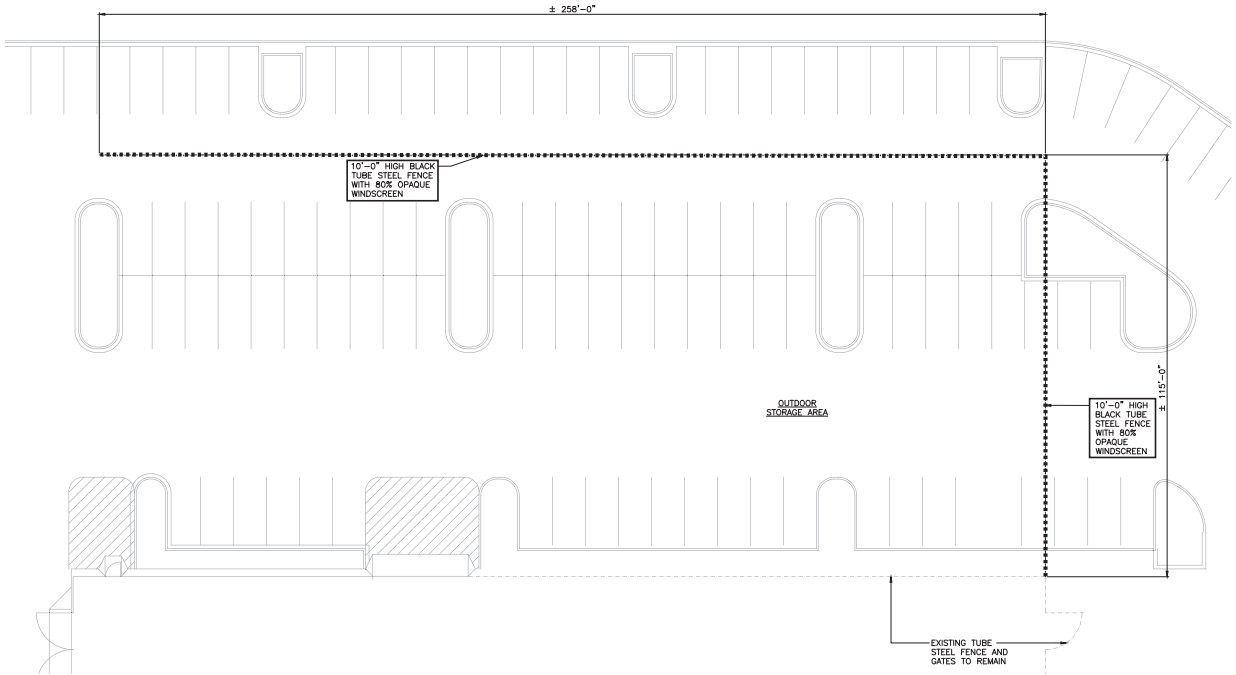




ILLUSTRATION OF BLACK 80% OPACITY SCREEN FABRIC, MATERIAL TO MATCH EXISTING BY TENN-AIR OR EQUAL

(FABRIC SHALL BE REPLACED WHEN WORN , TORN OR OPACITY IS DIMINISHED PER MANUFACTURER'S SPECIFICATIONS)



1 OUTDOOR STORGE PLAN
SCALE: 1/16"=1'-0"

REVISIONS
PRE-BID SET ISSUE DATE / POST BID SET ISSUE DATE

DATE	DESCRIPTION

TRENT FERRELL ARCHITECT
1313 KALMIA ROAD
KNOXVILLE, TENNESSEE
865.670.9298 (V)

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
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LOWE'S

OUTDOOR STORAGE FENCE PLAN AND DETAILS

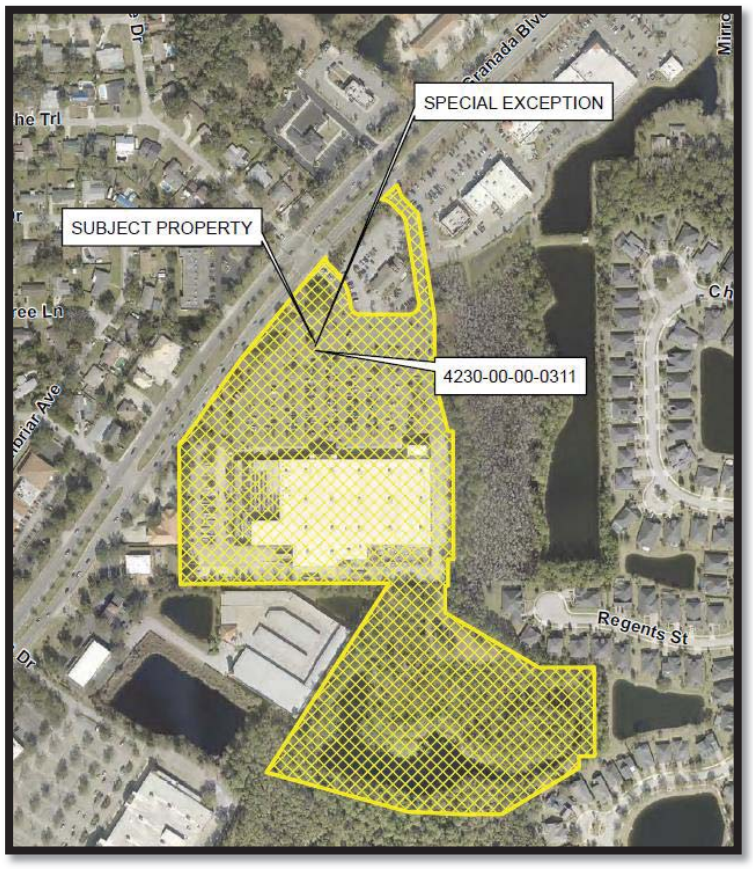
LOWE'S OF ORMOND BEACH #0742
ORMOND BEACH, FLORIDA

PROJECT No. XXXXXXX | DRAWN BY: | CHECKED BY:

CRITERIA
ISSUE DATE: 2024
PERMIT SET
ISSUE DATE: 08-30-2024
CONSTRUCTION SET
ISSUE DATE:
DRAWING NUMBER:
A-1.0

FINAL / SECOND / ORIGINAL

PLANNING BOARD
STAFF REPORT
Lowes Special Exception for Outdoor Activity
Project Number: PZ-2024-060

PLANNING BOARD DATE:	July 11, 2024
TENTATIVE CITY COMMISSION DATE:	August 20, 2024 (one hearing)
APPLICANT:	A. Joseph Posey, Esquire-Storch Law Firm, on behalf of the property owner, Lowe's Home Centers, LLC
LOCATION:	1340 W. Granada Boulevard
REQUEST:	Lowe's Home Improvement Store: Special Exception for Outdoor Activity
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Noel Eaton
MAP OF PROJECT AREA:	

INTRODUCTION: This is a request submitted by Joseph Posey, Esquire-Storch Law Firm, on behalf of the property owner, Lowe's Home Centers, LLC, f/k/a Lowe's Home Centers, Inc. for a Special Exception to authorize an outdoor activity use. The application seeks to expand the previously approved permanent outdoor storage, display, and sales of merchandise areas approved by Special Exception, Resolution 2021-73, under certain conditions, at the Lowe's home improvement store. The subject property is located at 1340 West Granada Boulevard and is zoned B-8 (Commercial) and SE (Special Environmental).

BACKGROUND: The Lowe's home improvement store has a business tax receipt for retail sales and was originally approved by Volusia County as a Business Planned Unit Development (BPUD) with Volusia County Resolution 98-194. The property was annexed into Ormond Beach with Ordinance 99-12. In 2000, the property was designated with the Future Land Use Map designation of "Commercial" and "Special Environmental" and the corresponding zoning designations of B-8 (Commercial) and SE (Special Environmental).

The Lowe's property is ±31.43 acres. The portion of the property zoned B-8 is ±18 acres and fronts onto Granada Boulevard, including the structure, parking and landscaping improvements. The portion of the property zoned SE is the stormwater management portion of the property and is located behind the structure. According to the Volusia County Property Appraiser, the building size as 136,542-square-feet with a loading platform of 11,690-square-feet. Within the Lowe's development area along Granada Boulevard there is an outparcel, owned and operated by Dustin's BBQ.

Exhibit 1: Site Aerial - Surrounding Uses:



Table 1: Surrounding Uses with Land Use and Zoning Designations:

Direction	#	Use	Future Land Use Designation	Zoning
North	1	Office & Specialty Retail	"Office/Professional"	B-1 (Professional Office/Hospital) and B-10 (Suburban Boulevard)
South	2	Stor-It, Conservation Land	Volusia County UMI, City "General Commercial"	Volusia County R-4, City PBD (Stor-It)
East	3	Vacant Land Chelsea Place	Volusia County UMI and ULI	Volusia County R-4
West	4	Offices, Stor-It	"Office/Professional" and "General Commercial"	B-10 (Suburban Boulevard) and PBD (Stor-It)

In 2006, the property was granted a Special Exception, Resolution 2006-244, for the allowance of 18 temporary storage containers for a three-month period.

Special Exception, Resolution 2012-73 was approved for the permanent outdoor storage, display, and sales of merchandise under certain conditions and in conformance with the approved site plan (Exhibit 2) The outdoor display was limited to areas along the front of the store façade.

The application was reviewed by the Planning Board in April 2012 and was recommended for approval by a 5 to 2 vote. Planning Board members discussed the concern that past violations did not provide faith that the proposed limits shown on the site plan would be adhered with. The Board also discussed that granting the Special Exception for Lowe's would encourage additional applications for outdoor activity. During this discussion, it was stated by Planning Board members that Lowe's has several unique characteristics. The first characteristic is that the area for outdoor activity is setback well off the right-of-way and is not visible from the roadway. The second characteristic is that the site layout for Lowe's allows the outdoor activity without impacting parking areas, sidewalks, fire lanes, or pedestrian access. The final unique characteristic is that the proposed activity would not impact residential areas.

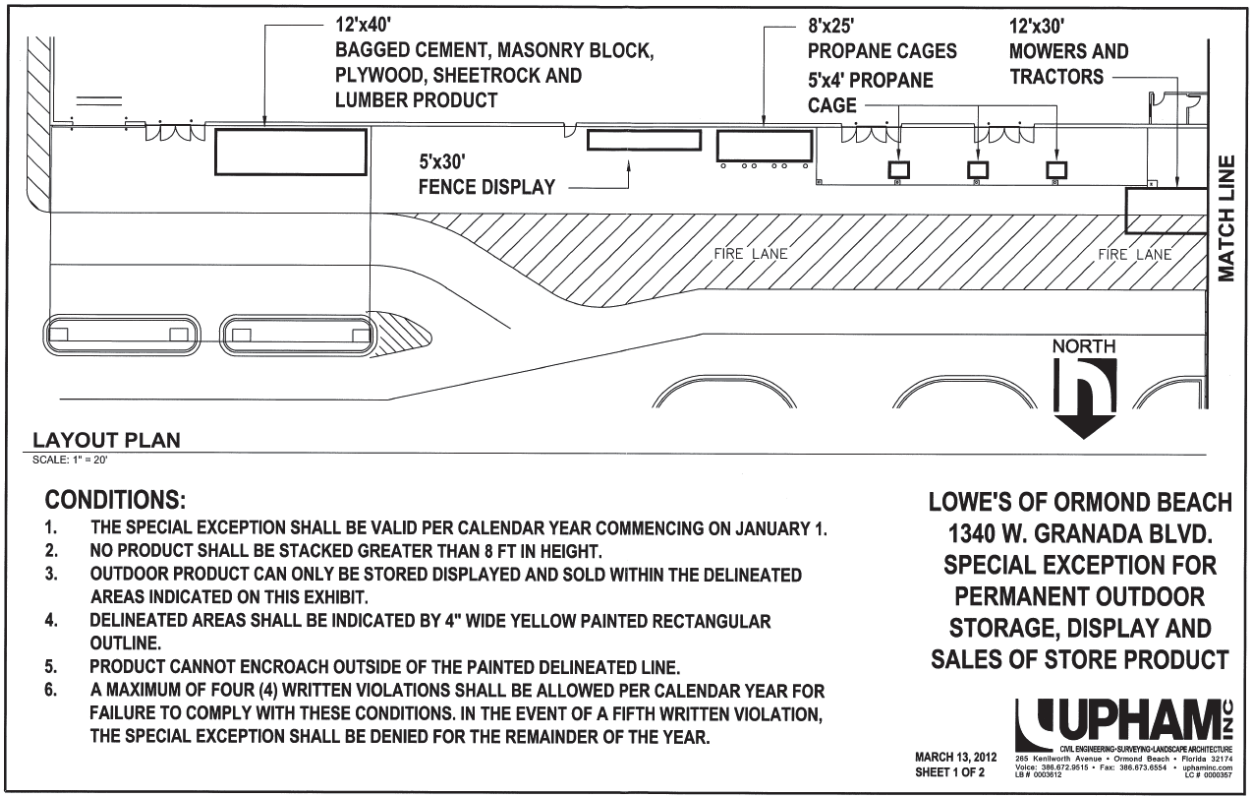
In the approving motion, the Planning Board recommended adding in a provision similar to the RiverGrille project, where if there are two violations, as determined by the Special Master, over a one-year period, then the applicant would automatically lose the Special Exception for outdoor activity.

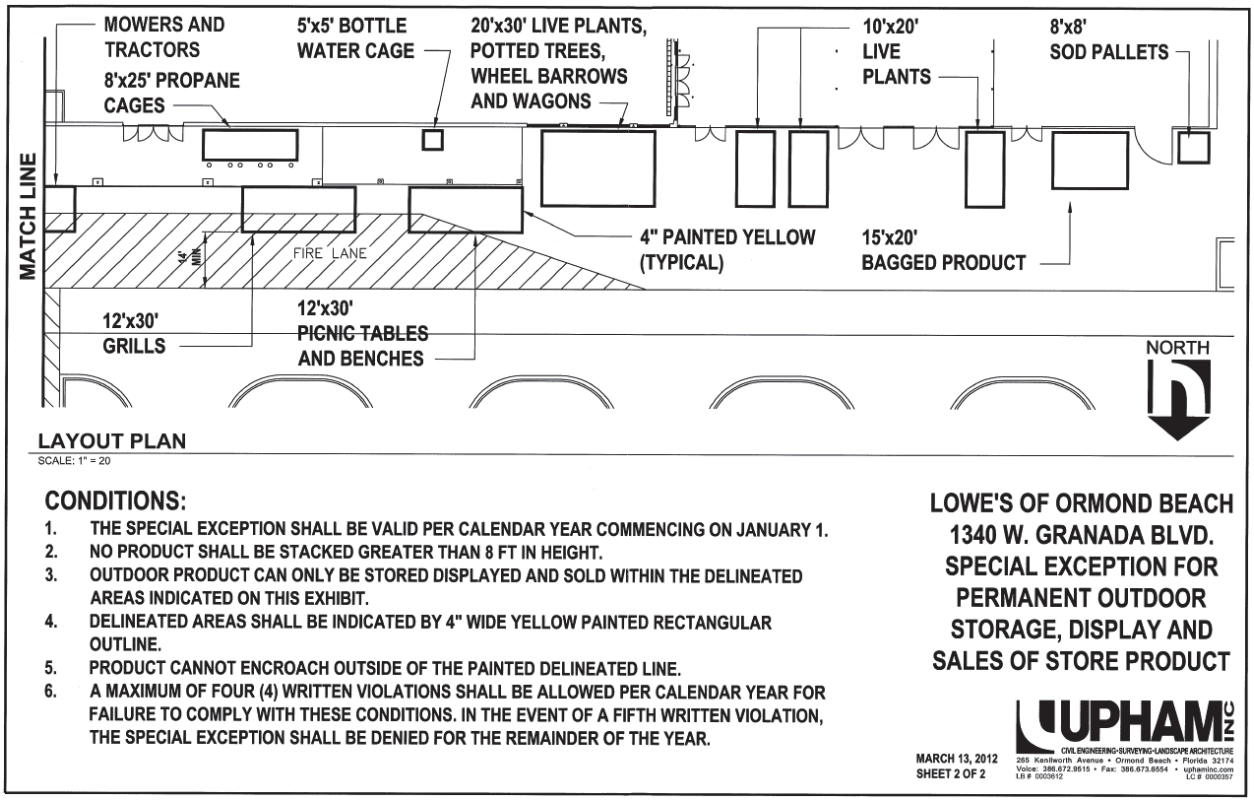
The City Commission approved Resolution 2012-73 on May 15, 2012 with a unanimous (5-0) vote.

In January 2024, City Hall received a complaint that the business had gone beyond the development order which resulted in neighborhood improvement case #NID-2024-000079. City staff visited the site on March 21, 2024 and determined the property was in violation of the approved site plan. On March 25, 2024 the Special Magistrate and Property owner, by means of a stipulated agreement, acknowledged a violation of the approved development order existed on the property, and the property owner agreed to bring property into compliance by September 27, 2024 by either the originally approved Special Exception or by amending the Special Exception.

The operations of the Lowe's Home Improvement store have been successful and have grown in the last 12 years since the prior approval in 2012. The application seeks to expand the areas of outdoor storage, display, and sales of merchandise to other areas of the site. It can be noted that Planning Staff and Planning Board members raised concern of the materials expanding beyond the approved limits in the 2012 application. The current application seeks to permit the expanded areas, historically used, through the Special Exception process.

Exhibit 2: Approved Site Plan from Resolution 2012-73:





PROJECT DESCRIPTION: The applicant requests permanent outdoor storage, display, and sales of merchandise. The site plan exhibit shows a variety of merchandise including building materials, sheds, trailers, landscaping material, bulk storage, propane gas, mowers, stacked chairs, grills, plants, sod pallets, and bagged landscaping products such as mulch. The site plan includes the following proposed conditions:

1. No product shall be stacked greater than 8' in height;
2. Outdoor product can only be stored, displayed, or sold within the delineated areas show on the site plan exhibit;
3. Delineated areas shall be indicated by 4"-wide yellow painted rectangular outline; and
4. Product cannot encroach outside the painted delineated line.

Through SPRC review, planning staff has recommended continuing the Neighborhood Improvement condition within the development order as follows:

5. If within any one (1) year period, there are two (2) demonstrated code violations of the permanent outdoor storage, display, and sales of merchandise per the site plan attached, as proven through the Special Master code enforcement system, the right to permanent outdoor storage, display, and sales of merchandise under the Special Exception development order shall be automatically revoked without further action of the City Commission. Upon the issuance of a second notice of code enforcement violation by either a Neighborhood Improvement Officer or Police Officer, the ability to have the permanent outdoor storage, display, and sales of merchandise shall be suspended until the finding of the Special Master hearings

are complete. If the Special Master determines that a second violation has occurred, the ability to have outdoor music shall thereafter be deemed to have been revoked. If the Special Master determines that no violation occurred, the applicant shall be permitted to resume the permanent outdoor storage, display, and sales of merchandise.

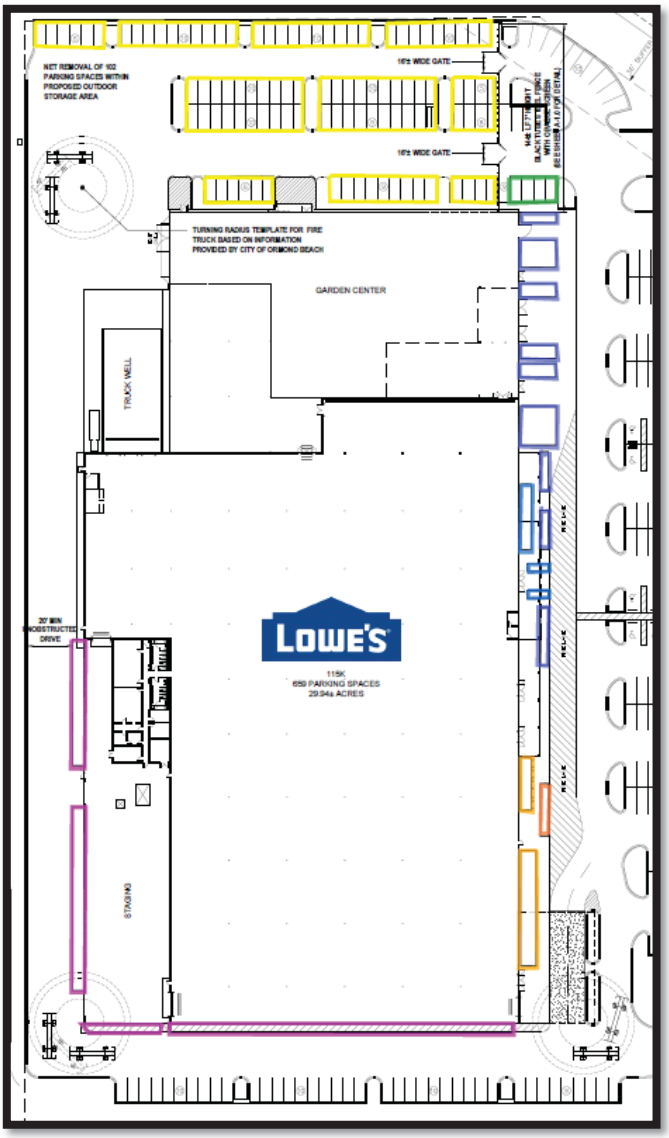
The outdoor activity area shown in yellow on Exhibit 3 is proposing to eliminate approximately 107 parking spaces on the west side of the property. This area appears to be underutilized based on historic aerial photos. Table 2 below demonstrates the parking requirements of the Land Development Code (LDC) are being met.

The applicant is proposing a 7'-tube steel fence with opaque windscreen with two 16'-wide gates to provide vehicular access to and also screen the expanded display/storage area on the west side of the building from the W. Granada Boulevard view. This material is consistent with the material used around the garden center. The sheds/trailers, pavers/rock and bulk storage will be behind this screening. The application does not propose any new construction or additional building square footage. Exhibit 3 below shows the proposed limits of outdoor activity by location. Colors have been added to help reference specific areas of activity in the analysis below.

Table 2: Summary of parking spaces:

	Required	Existing	Proposed
Total Parking	**541**	**659**	**552**
1 space per 250 square feet of gross floor area. 135,197 / 250SF = 541 spaces			

Exhibit 3: Proposed areas of outdoor activity (colored):



ANALYSIS: There are multiple Land Development Code sections related to the outdoor storage, display and sales of merchandise. Section 1-22 of the Land Development Code defines outdoor activity as "the display of merchandise offered for sale or any activity, such as live entertainment, outside the building walls of a completely enclosed building." Within the B-8 zoning district outdoor activity is regulated as a Special Exception with review/recommendation by the Planning Board and a final decision by the City Commission. The Special Exception requires review of the criteria of the following Land Development Code Sections:

1. Section 2-57.(53), Outdoor Activity (applies to specific use);
2. Section 2-56: General criteria and Special Exception review criteria (applies to all Special Exception requests);

3. Section 1-15.E: Planned Developments and Special Exceptions (Planning Board criteria for all Special Exceptions); and
4. Section 1-18.E: Criteria for Issuance of Development Order (City Commission criteria for all Special Exceptions).

The following other sections of the Land Development Code are applicable to permanent outdoor storage, display, and sales of merchandise.

Section 2-50.(w), Outdoor Activities, of the Land Development Code, allows the outdoor sale of merchandise through a Special Event Permit four times per year for fourteen days (56 days) with certain conditions. The conditions include that the outdoor sale of merchandise is limited to what is sold inside the business. If the Special Exception is approved, the property would still be eligible for the outdoor activity events of the accessory use section of the Land Development Code for 56 days per year.

Section 2-57.(53), Outdoor Activity Criteria:

Section 2-57.(53) of the Land Development Code outlines the criteria for outdoor activity:

(53) Outdoor activity

a. **If located adjacent to a residential use, appropriate screening and buffering shall be provided to minimize noise and glare impact to the maximum extent feasible.**

   As stated in the background section of this report, the Lowe's property has two distinct zonings. The front half of the property is zoned B-8, Commercial where the commercial activity occurs. The B-8, Commercial portion of the property is not adjacent to residential uses and is not expected to have noise or glare impacts. The applicant is proposing a 7'-tube steel fence with opaque windscreen with two 16'-wide gates to screen the expanded display/storage area on the west side of the building from the W. Granada Boulevard view. The rear portion of the site is zoned SE and abuts the Chelsea Place Subdivision. In addition to the west expansion area, the applicant proposes to expand the outdoor areas along the east and south sides of building facades. The east boundary of the subject property where the expanded outdoor activity is proposed, highlighted in pink in Exhibit 3, abuts approximately 500' of heavily vegetated open space associated with the two properties at 1310 and 1298 W. Granada Blvd. It is believed that with the existing vegetative buffer abutting the residential use, and the maximum stacking height of 8', the additional activities behind the building would not impact residential uses.

2. **A site plan displaying the area for activity and pedestrian movement shall be required.**

   The applicant has provided a site plan that delineates the area for permanent outdoor storage, display, and sales of merchandise.

3. **Outdoor music shall provide a sound study demonstrating compliance with the adopted maximum decibel levels.**

   There is no outdoor music proposed and this criterion is not applicable.

Section 2-56: Special Exception Criteria

Section 2-56 of the Land Development Code outlines the general criteria for all Special Exception approvals:

A. ***Off-street parking loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.***

The off-street parking, loading, and services were approved by Volusia County in the 1998 BPUD application. The expanded area of storage on the west side of the building (yellow section Exhibit 3) proposes to eliminate 107 parking spaces. Table 2 demonstrates that the site still maintains required parking minimums for a retail sales use. As part of the review, the Site Plan Review Committee has reviewed the locations of the proposed permanent outdoor storage, display, and sales of merchandise and there are no impacts to loading or fire lanes for the subject property. Staff does not believe the expanded areas of storage will impact abutting properties.

B. ***Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Code.***

The project was approved in 1998 by Volusia County. The front landscape buffer was reviewed and approved by the City of Ormond Beach as part of the 1998 approval. As part of the SPRC review, the City's Landscape Architect requested the landscaping be brought to the standards of the approved site plan. The landscape betterment plan would be separate of the requested Special Exception. The requested outdoor activity is not impacting any landscaping or buffers on the property.

C. ***Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or Special Exceptions are located.***

There have been no other applications for outdoor activity in this corridor of Granada Boulevard. Since the prior approval in 2012 multiple outdoor activity Special Exceptions have been granted for outdoor display of merchandise at 661 S. Nova (Curb Appeal), 200 Highland Avenue (A1A Landscaping), 344 S. Yonge Street (Woodstock), 248 N. Yonge Street (Southern Mower Sales)

D. ***Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.***

The hours of the permanent outdoor storage, display, and sales of merchandise are consistent with the hours of operation with the store. The merchandise would be permanently stored outside even when the store is not open. The property

owner is also proposing a new fence to screen the additional outdoor storage area on the west side of the building (yellow area Exhibit 3) from view of the W. Granada Boulevard right-of-way. The fence material is consistent with the material used around the garden center and is compatible with existing material. Additionally, there are security cameras for the hours where the store is not open and merchandise is located outside.

E. ***The Special Exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of City-approved mitigative techniques.***

This Special Exception request will not generate hazardous waste.

F. ***All development proposed as a Special Exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed-use development and shall also comply with appearance and design guidelines for historic structures.***

The project is not located within, or adjacent to, a historic district and this criteria does not apply to the project development.

G. ***Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line and the lumens shall not exceed two (2) foot-candles at the property line.***

The site lighting plan is not proposed for amendment and the application is solely for the permanent outdoor storage, display, and sales of merchandise.

Section 1-15.E: Planning Board Criteria and Section 1-18.E: City Commission Criteria

Sections 1-15.E. and 1-18.E of the Land Development Code establish the Planning Board and City Commission Development Order criteria. The Land Development Code states that the following criteria shall be considered:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   The Land Development Code does not prohibit outdoor activity. Section 2-50.(w) allows retailers temporary outdoor activity four times per year for 14 days for each event. Within the B-8 zoning district, the outdoor activity use is allowed through a Special Exception with the criteria focusing on impacts to residential uses and the provision of an exhibit demonstrating the limits of the activity. Approving this request is not expected to create negative impacts to residential uses. The request will not adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The site has a Future Land Use designation of "General Commercial", which is consistent with the proposed use. The Future Land Use Element states that the "Commercial" land use category is designed, "To provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit." The retail sales of merchandise, either inside or outside of the building, is consistent with the "General Commercial" land use category.

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 application for permanent outdoor storage, display, and sales of merchandise will not adversely impact environmentally sensitive lands or natural resources and is an existing developed site. The outdoor storage is limited to existing paved areas of the property.

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 application for permanent outdoor storage, display, and sales of merchandise will not depreciate the value of surrounding property if the merchandise is displayed per the proposed plan. In reviewing of the prior approval, staff had concern that merchandise would expand beyond the limits of the site plan, generating additional code enforcement issues for City staff. Key characteristics of the application are to provide the storage on exiting paved surfaces and provide screening of the storage on the former parking area to the west of the store.

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.**

   Public facilities currently serve the site and there would be no impact to the existing infrastructure.

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 site plan exhibit has been reviewed and determined acceptable for traffic movement, including fire trucks.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed with the outdoor activity application. The site plan exhibit is functional. It could be argued that the permanent outdoor storage, display, and sales of merchandise would diminish the aesthetics of the site. The screening material helps reduce diminishing views of stored merchandise from view of W. Granada Boulevard.

8. **The proposed development provides for the safety of occupants and visitors.**

   The site plan exhibit indicates safe movement on the site for occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no new building development for the outdoor activity and this criterion is not applicable. The screening material proposed in consistent with material already used on site.

10. **The testimony provided at public hearings.**

    This application has not been reviewed in a public forum and no testimony has been provided.

RECOMMENDATION: It is expected that the application will be reviewed by the City Commission on August 20, 2024. It is recommended that the Planning Board **APPROVE** the application for the permanent outdoor storage, display, and sales of merchandise per the attached site plan exhibit and conditions (including the code enforcement provision) for the Lowe's Home Improvement Store at 1340 West Granada Boulevard.

Attachments:

Attachment 1: Location map
Attachment 2: Proposed Site Plan of Outdoor Activity
Attachment 3: SPRC Review Comments
Attachment 4: Resolution 2012-73

Attachment 1: Location map

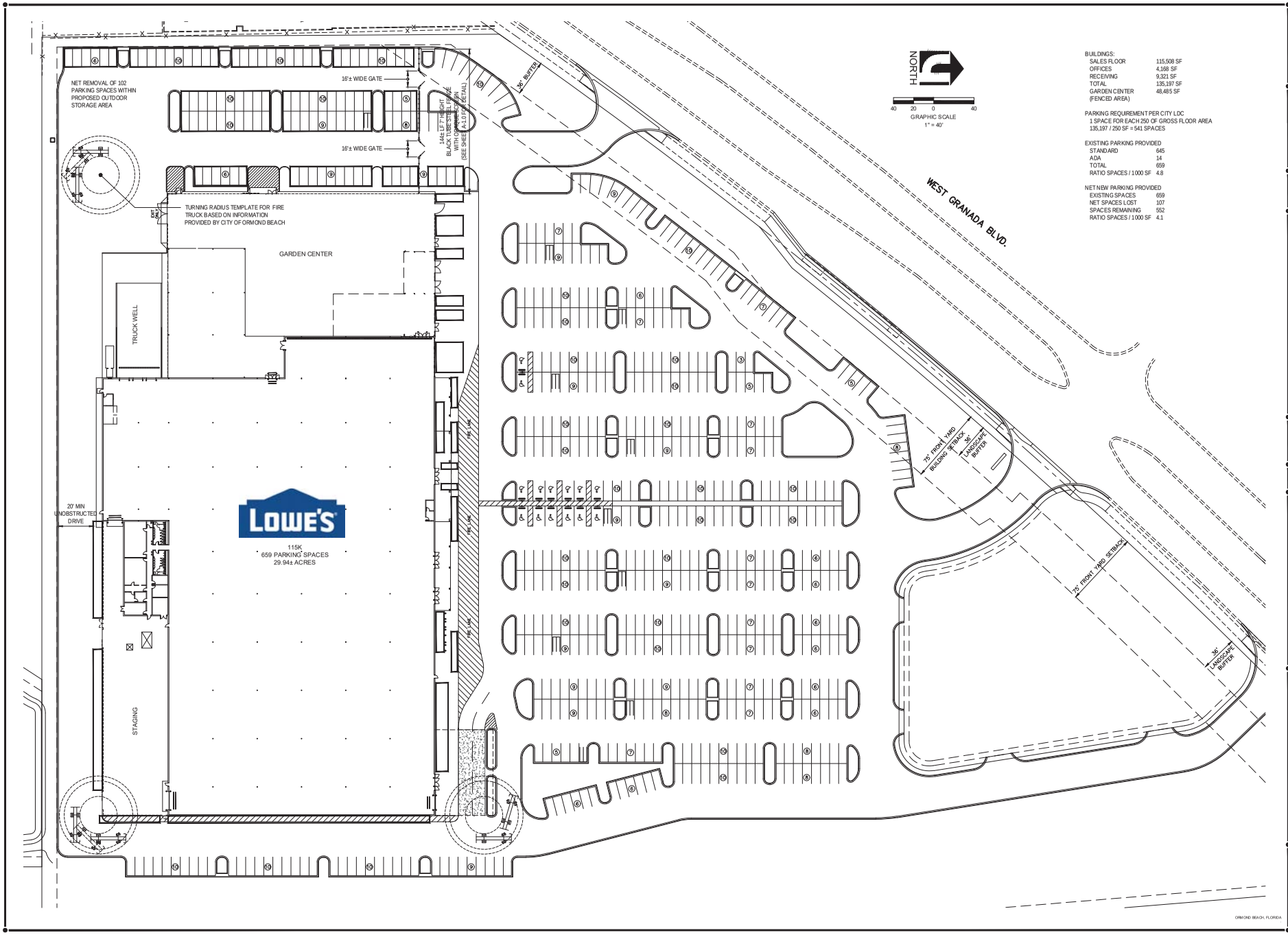


AERIAL MAP
1340 WEST GRANADA BLVD
(4230-00-00-0311)

Prepared By: The City of Ormond Beach
G.I.S. Department - June 10, 2024

N
W E
S
N.T.S.

Attachment 2: Proposed Site Plan of Outdoor Activity



BUILDINGS:

SALES FLOOR	115,508 SF
OFFICES	4,168 SF
RECEIVING	9,321 SF
TOTAL	135,197 SF
GARDEN CENTER (FENCED AREA)	48,485 SF

PARKING REQUIREMENT PER CITY LDC
1 SPACE FOR EACH 250 OF GROSS FLOOR AREA
135,197 / 250 SF = 541 SPACES

EXISTING PARKING PROVIDED

STANDARD	645
ADA	14
TOTAL	659
RATIO SPACES / 1000 SF	4.8

NET NEW PARKING PROVIDED

EXISTING SPACES	659
NET SPACES LOST	107
SPACES REMAINING	552
RATIO SPACES / 1000 SF	4.1

REVISIONS
◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION

ROGER W. STRUCULA LICENSE NO. 52784 STATE OF FLORIDA PROFESSIONAL ENGINEER

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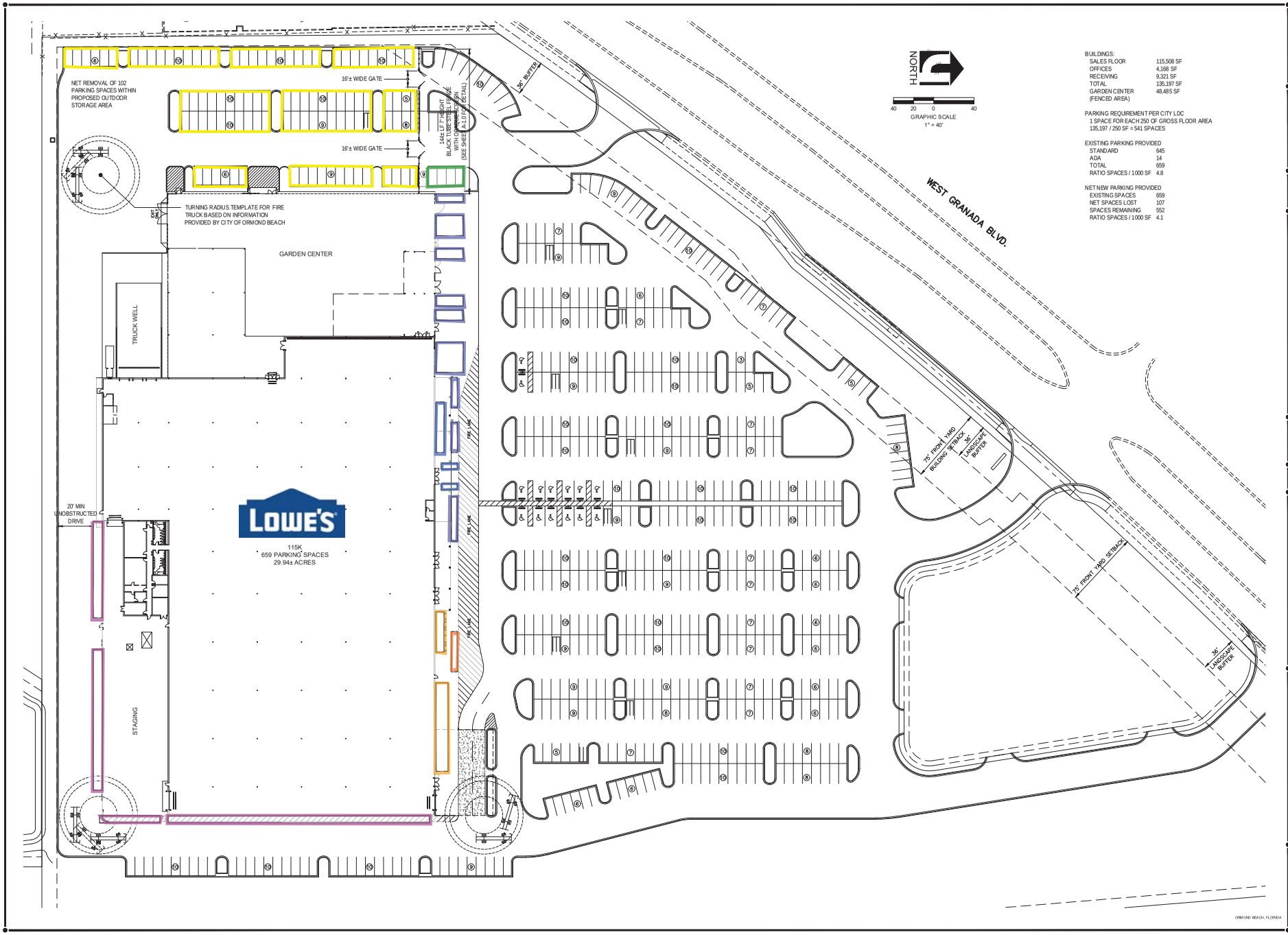
LOWE'S

OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION
LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

PROJECT No: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER:
C-1



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ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

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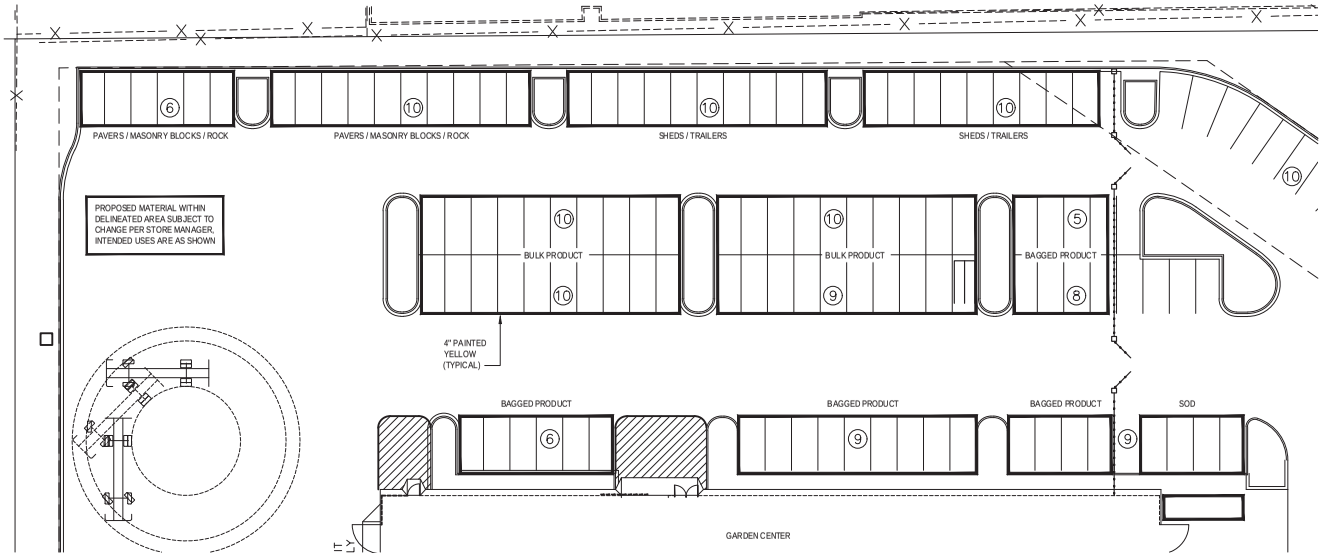
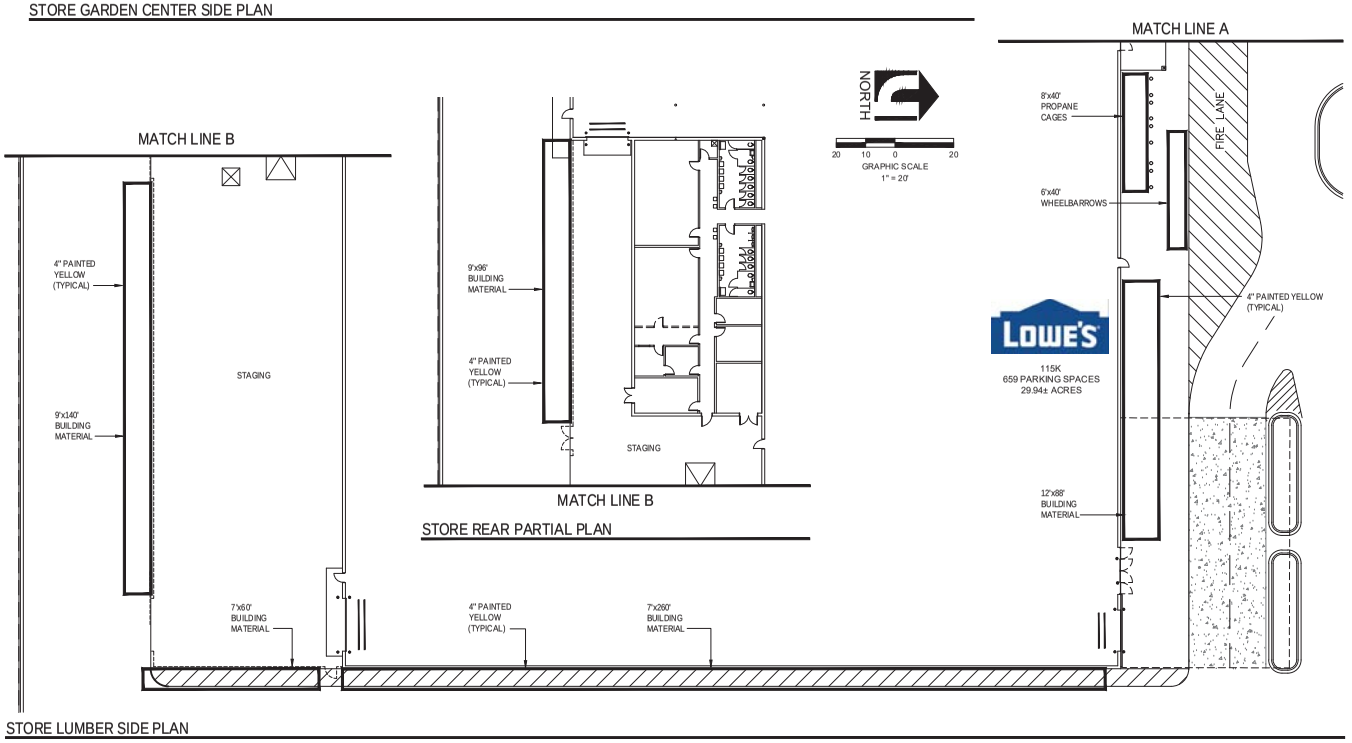
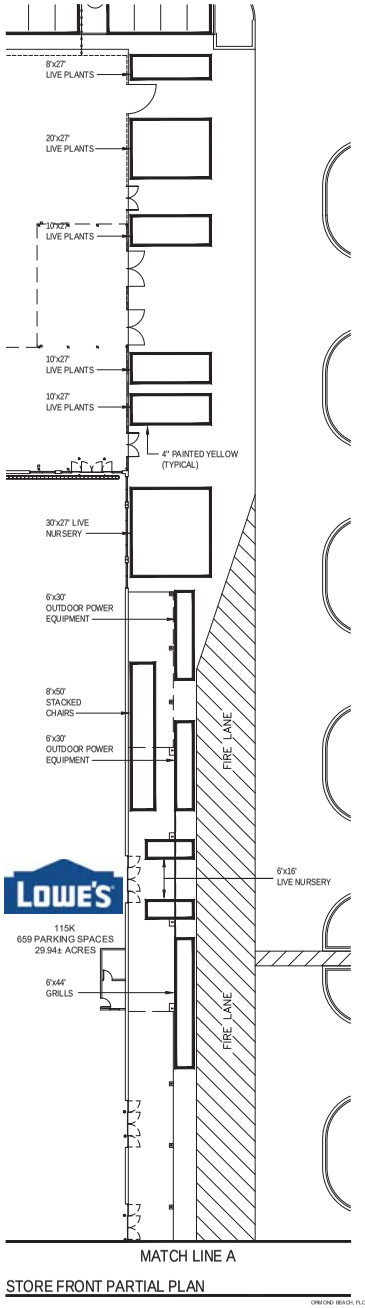


STORE GARDEN CENTER SIDE PLAN



STORE REAR PARTIAL PLAN

STORE LUMBER SIDE PLAN



STORE FRONT PARTIAL PLAN

ORMOND BEACH, FLORIDA

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△ POST BID SET ISSUE DATE:

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ROBERT M. HAMM, FLORIDA LICENSED PROFESSIONAL ENGINEER NO. 52784 STATE OF FLORIDA

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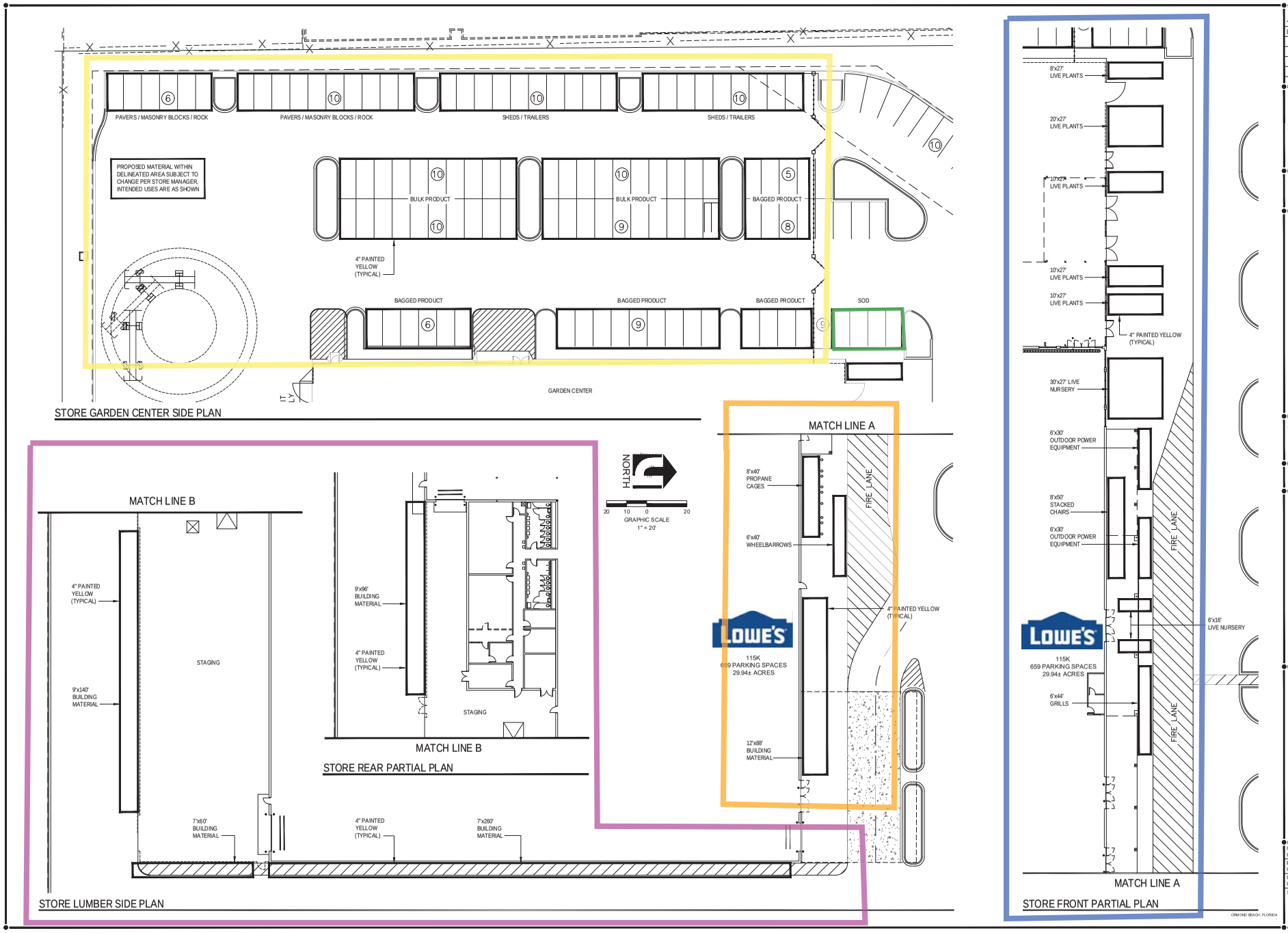
OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION
LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.
PROJECT No: 24012 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER:
C-2



REVISIONS

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LOWE'S

OUTDOOR STORAGE / DISPLAY
SPECIAL EXCEPTION

LOWE'S OF
ORMOND BEACH #0742
1340 WEST GRANADA BLVD.

PROJECT No: 240212 | DRAWN BY: HMT | CHECKED BY: RWS

ORIGINAL ISSUE DATE:
PERMIT SET ISSUE DATE: MAY 9, 2024
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER:
C-2

2.02 MATERIAL

A. Fencing System: Subject to the performance and design requirement specified herein, fence and gates shall be manufactured from the following materials:
1. Pickets shall be square tubing, minimum 1" x 1" x 16 ga. Tubing for pickets shall be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
2. Rails shall be roll formed channel 1 ¾" x 1 ½" x 14 ga. Or 2" x 2" x 16 ga. minimum square tubing. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming.
3. Chain link (as indicated on drawings) per specification section 02822. Expanded metal security mesh (as indicated on drawings) shall meet the requirements of ASTM F2548.
4. Posts shall have press-on type steel caps zinc plated to ASTM D633, Service Class II. Tubing for posts to be formed per ASTM F2408 from coil steel with minimum yield of 50,000 psi. Galvanization per Section 5.1.1 for material galvanized after forming, except the O.D. is to receive a conversion coating and a clear inorganic coating for better adhesion of final color coating, and Section 5.1.2 for material that is galvanized prior to forming. Posts with greater than 11ga wall thickness shall be formed per ASTM A53, A500 or A501, grade B, with a minimum yield of 46,000 psi, and shall be hot dip galvanized in accordance with ASTM A123. Size and spacing of posts as determined by Engineer.
5. Pickets, rails and posts to be cut, sized, and located as indicated in the certified and approved shop drawings.
6. Panel attachment brackets shall be stainless steel or galvanized steel, with stainless, galvanized or zinc plated fasteners. All brackets and fasteners shall be finished to match fence color.
7. Fence panel sections shall be capable of meeting the performance criteria of ASTM F2408 except that vertical concentrated load testing shall demonstrate capability of supporting a 600 lb. load applied mid-span with minimal deflection, and no permanent deformation.

B. Size: Panel sizes shall be as shown on approved shop drawings. Maximum width is 8'-0".

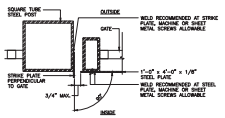
C. Swing Gates:
1. Design of gates shall be as shown on the Drawings.
2. Gate frames and infill panels: Materials as described above in 2.02, A. Frame members shall be MIG welded. Truss rods or cables to be used to prevent gate sag and allow for future adjustment.
3. Gate posts, header beams, foundation and transom frame: Size as determined by Engineer, based on gate size, local wind loading requirements, and installation type.
4. Hinges: Manufacturer's standard hinges, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 deg. Hinge pins shall be non-removable. Hinges shall be welded or attached to face of post that is perpendicular to fence line and not be welded or attached to exposed face of posts which is parallel to fence line.
5. Latch: Capable of retaining gate in closed position and have provision for padlock.
6. Keeper: Provide keeper for each gate leaf over 5 feet wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position and closed position with in-ground sleeves.

GATE SCHEDULE

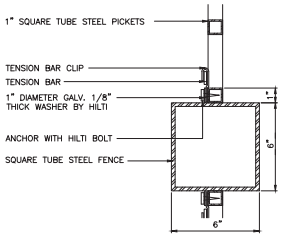
GATE NO.	LOCATION	WIDTH/HEIGHT	HARDWARE	REMARKS
1	OUTDOOR STORAGE	PAIR 8'-0" x 7'-0"	"BEST" 21B772T	HOLD OPEN DROP BARS AND SLEEVES AT 135° OPEN AND CLOSED POSITIONS
2	OUTDOOR STORAGE	PAIR 8'-0" x 7'-0"	"BEST" 21B772T	HOLD OPEN DROP BARS AND SLEEVES AT 135° OPEN AND CLOSED POSITIONS

NOTE

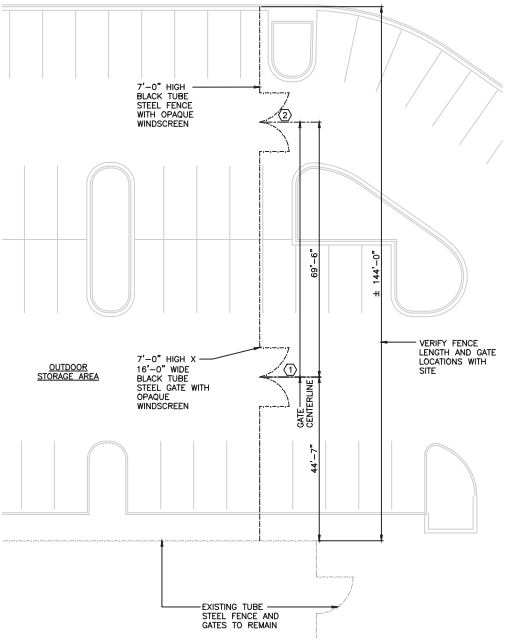
THESE CONTRACT DOCUMENTS HAVE BEEN DESIGNED AND DRAWN ASSUMING EXISTING BUILDING CONDITIONS MATCH THE ORIGINAL DRAWINGS. IT HOWEVER, REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO THE SUBMISSION OF A BID & COMMENCEMENT OF ANY WORK. ANY DISCREPANCIES FOUND BETWEEN FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR OR THE LOWE'S PROJECT MANAGER IMMEDIATELY TO DETERMINE WHAT ACTION SHOULD BE TAKEN.



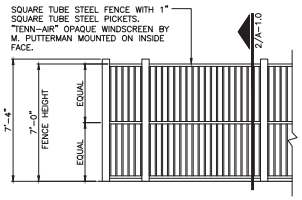
5 TUBE STEEL STRIKE PLATE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0



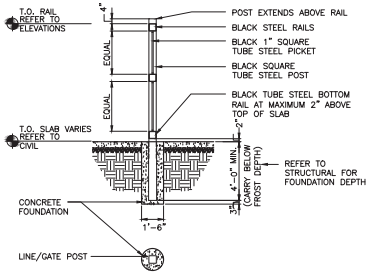
4 TUBE STEEL FENCE DETAIL
SCALE: 3"=1'-0" REFER: A-1.0



1 OUTDOOR STORGE PLAN
SCALE: 1/16"=1'-0"



3 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0



2 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0

REVISIONS
◇ PRE-BID SET ISSUE DATE △ POST BID SET ISSUE DATE

DATE	DESCRIPTION

TRENT FERRELL ARCHITECT
1313 KALMIA ROAD
KNOXVILLE, TENNESSEE
865.670.9298 (V)

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000 (PH.)

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LOWE'S

OUTDOOR STORAGE FENCE PLAN AND DETAILS

LOWE'S OF ORMOND BEACH #0742
ORMOND BEACH, FLORIDA

PROJECT No: XXXXXXX | DRAWN BY: | CHECKED BY:

CRITERIA ISSUE DATE: 2024
PERMIT SET ISSUE DATE:
CONSTRUCTION SET ISSUE DATE:
DRAWING NUMBER

A-1.0

ORIGINAL ISSUE

STORCH
LAW FIRM

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

May 28, 2024

Via Hand Delivery
Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

Re: Application for Special Exception for Outdoor Storage, Display and Sales of Merchandise at Lowe's Ormond Beach

Dear Steven:

Enclosed is an application to modify the existing special exception to reconfigure and permit additional outdoor storage, display, and sales of merchandise at the Ormond Beach Lowe's located at 1340 West Granada Blvd., Parcel ID Number 4230-00-00-0311. This property received a previous special exception in 2012 (Resolution No. 2012-73) to permit permanent outdoor storage, display, and sales of merchandise on the property consistent with an approved site plan depicting the location of the outdoor activities. As you know, Lowe's Ormond Beach has been a very successful business, which has created a need for more room for the storage and sale of merchandise. Accordingly, Lowe's is now seeking a special exception to permit these same outdoor activities in an expanded area, primarily on the west side of the building, as shown on the enclosed site plan.

The subject property has a Future Land Use designation of General Commercial, and the zoning classification is Commercial (B-8). "Outdoor Activity" is permitted as a special exception in the B-8 zoning classification provided those activities meet the requirements of LDC Section 2-57(53), including screening and buffering from residential uses, providing a site plan displaying the area of activity and pedestrian movement, and showing that outdoor music complies with maximum decibel levels.

The expanded, permanent outdoor storage, display, and sales area on the west side of the Lowe's building will be screened from view by a 7-foot-high fence with opaque screening material, as shown on the site plan, and there will be no outdoor entertainment/music. Overall, the change will make better use of an underutilized parking area. In addition, the owner is also proposing some limited expansion of storage and display areas on the other sides of the building, also as shown on the site plan. Otherwise, the new outdoor activities will be consistent with the existing special exception, and the owner has agreed to incorporate all of the same conditions as are required by the original special exception, including:

420 South Nova Road • Daytona Beach, Florida 32114
(386) 238-8383 • (386) 238-0988 (fax)
Website: www.storchlawfirm.com

1. No product shall be stacked greater than 8 feet in height.
2. Outdoor products can only be stored, displayed, or sold within the delineated areas shown on the site plan.
3. Delineated areas shall be indicated by 4" wide yellow painted rectangular outlines.
4. Products cannot encroach outside of the painted delineated lines.

When reviewing an application for special exception, the City's Land Development Code requires that the Planning Board and City Commission consider ten criteria in making their decision. The following is a list of those criteria and how the proposed special exception meets those criteria:

1. The proposed development conforms to the standards and requirements of this Land Development 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.

   Response: The special exception provides for more than enough space for the proposed outdoor activities, with adequate room for inventory, pedestrian traffic and parking.

2. The proposed development is consistent with the comprehensive plan.

   Response: The special exception permits outdoor activities that are consistent with the General Commercial Future Land Use. Th proposed special exception is consistent with the underlying Future Land Use requirements.

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.

   Response: The special exception will have no impact on the environment, as it is located on existing paved surfaces.

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.

   Response: The outdoor activities permitted by special exception are largely screened from view and will not create a nuisance for any surrounding areas.

5. There are adequate public facilities to serve the development, including, but not limited to, roads, sidewalks, bikepaths, potable water, wastewater treatment,

drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

Response: Adequate public facilities are already in place for the Lowe's and the expanded outdoor activities.

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.

Response: Vehicular and pedestrian circulation are not negatively impacted by the special exception.

7. The proposed development is functional in the use of space and aesthetically acceptable.

Response: The outdoor storage, display, and sales activities have been designed in a way to make better use of the areas around Lowe's and are based on years of experience with the current business and similar businesses across the country. Additionally, a large portion of the outdoor area is screen from view.

8. The proposed development provides for the safety of occupants and visitors.

Response: The outdoor activities will be conducted in a safe and responsible manner. See response to number 7, above.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Response: A significant portion of the outdoor activities will be screened from view by the surrounding area using an opaque screen material. No other materials are being utilized.

10. The testimony provided at public hearings.

Response: Not applicable for this letter.

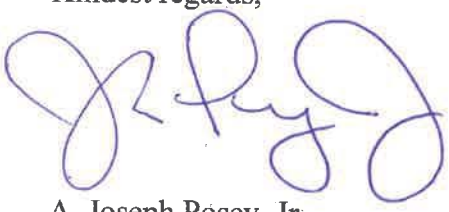
The special exception will allow for much-needed improvements at Lowe's, allowing the business to expand and provide better services to local residents. At the same time, there will be a number of conditions to the special exception to ensure that the expanded outdoor storage, display and sales activities at Lowe's occur in a safe and responsible manner.

Enclosed with this letter are the following application materials:

1. Signed application form;
2. Notarized authorization of owner;
3. Application/advertising fee in the amount of $1,700.00;
4. Property record card and deed;
5. Site plan showing locations for permanent outdoor storage, display and sales; and
6. Thumb drive with electronic copies of documents.

Please let me know if you have any questions or need anything further for this application.

Kindest regards,



A. Joseph Posey, Jr.

GDS/ajp

Attachment 3: SPRC Review Comments

PLAN CORRECTIONS REPORT PZ-2024-000060
FOR CITY OF ORMOND BEACH

PLAN ADDRESS: 1340 W Granada Blvd
Ormond Beach, FL 32174

PARCEL: 423000000311

APPLICATION DATE: 05/24/2024
EXPIRATION DATE: 11/20/2024
SQUARE FEET: 0.00
VALUATION: $0.00
DESCRIPTION:

CONTACTS	Name	Company	Address
Applicant	Adolph Posey, Jr.	Storch Law Firm	420 South Nova Road Daytona Beach, FL 32114

SPRC Review

REVIEW ITEM	STATUS	REVIEWER
Civil Engineer v.1 Review conducted by Civil Engineer	**Requires Re-submit**	**David Allen Ph: (386) 615-7047 email: David.Allen@ormondbeach.org**
Fire Plans Examiner v.1 Review conducted by the Fire Plans Examiner	**Requires Re-submit**	**Ken Gaines Ph: (386) 676-3333 email: Ken.Gaines@ormondbeach.org**
Landscape Architect v.1 Review conducted by the Landscape Architect	**Requires Re-submit**	**Cara Culliver Ph: (386) 676-3288 email: Cara.Culliver@ormondbeach.org**
Planner 1 v.1 Review conducted by Planner 1	**Approved**	**Robin Gawel Ph: (386) 676-3343 email: Robin.Gawel@ormondbeach.org**
Planner 2 v.1 Review conducted by Planner 2	**Requires Re-submit**	**Sarah Cushing Ph: (386) 676-3345 email: Sarah.Cushing@ormondbeach.org**
Planner 3 v.1 Review conducted by Planner 3	**Requires Re-submit**	**Noel Eaton Ph: (386) 676-3342 email: Noel.Eaton@ormondbeach.org**
Planning Director v.1 Review conducted by Planning Director	**Requires Re-submit**	**Steven Spraker email: Steven.Spraker@ormondbeach.org**
SPRC Final v.1 Final review conducted by the SPRC Coordinator	**Requires Re-submit**	**Steven Spraker email: Steven.Spraker@ormondbeach.org**
Utility 1 v.1 Review conducted by the Utility Department Reviewer 1	**Approved**	**Mike Stephenson Ph: (386) 676-3583 email: Mike.Stephenson@ormondbeach.org**

PLAN CORRECTIONS REPORT (PZ-2024-000060)

eReview Session for SPRC Review v.1

FILES: Application Summary Letter.pdf
Lowe's 1340 W Granada Spection Exception Application 05.24.24.pdf
Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf
Proof of Ownership.pdf
VCPA.pdf

REVIEWER	MARKUP	DATE/TIME	FILE NAME	PG #
David	Civil-1. Provide a complete turning model for the fire vehicle and a second model for a tractor trailer using the truck well access point. 2. Will the new gates adversely affect the traffic of the vehicles used for delivery? 3. Show a plan with the existing fire hydrants. 4. Show width of travel lanes within the proposed storage area. 5. Will all of the parking spaces be used as storage in the proposed storage area?	06/04/2024 1:44 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Sarah Cushing	Can you provide a detail of the proposed screening material? What is the maintenance schedule for replacing the material as it gets worn?	06/04/2024 3:59 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	3
Sarah Cushing	Section 2-50(n) requires gates to have a width of 20 feet. The Fire Official is able to reduce this width. Please provide verification that the Fire Chief will approve this width or modify to meet the minimum width requirement.	06/04/2024 4:02 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Sarah Cushing	Are all of these parking spaces being converted to outdoor storage areas. Will customers be walking and driving in this area? How will pedestrian safety be taken into account? Please also clearly identify the dimensions of these areas.	06/04/2024 4:50 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	2
Sarah Cushing	Identify the unobstructed width of this drive lane.	06/04/2024 7:25 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Sarah Cushing	Can you please modify the overall site plan to clearly identify the areas of outdoor storage and their dimensions? It would be recommended to use color or something to delineate the areas where outdoor storage is proposed. Sheet 2 is very busy and difficult to delineate the areas of outdoor storage.	06/04/2024 7:27 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Sarah Cushing	Do you have details of the outdoor storage sheds, trailers, and other equipment proposed outside? This condition requires a maximum of 8 feet in height, but many sheds and utility structures are over this height. Provide clarification and justification as needed.	06/04/2024 7:37 pm	Application Summary Letter.pdf	2
Steven Spraker	Staff would recommend maintaining the existing code enforcement provision in the existing development order:	06/07/2024 1:21 pm	Application Summary Letter.pdf	4
Steven Spraker	Staff requested a detail of the proposed screening material - would there also be a picture of the proposed material to include in the public hearing packet?	06/07/2024 1:23 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	3
Noel Eaton	These turning radius are confusing. Please change them all to make the turn around the building (not a full circle)	06/11/2024 1:37 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Noel Eaton	The conditions outlined in the letter indicate nothing can be stacked higher than 8' in height. SPRC has the ability to approve 8' high fencing for buffering. Should this be amended to 8' instead of 7'?	06/11/2024 1:39 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1
Cara Culliver	- The landscaping/irrigation is very deficient and would like the landscaping to be brought up to meet the Ormond Beach landscape code standards, please contact City Landscape Architect, Cara Culliver at 386-676-3288. We would like this landscaping to be done with this special exception and not code enforcement.	06/13/2024 2:15 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	1

PLAN CORRECTIONS REPORT (PZ-2024-000060)

Ken Gaines	A single directional drive isle will need to be established. One way in and one way out. Gates will need to swing accordingly of direction of travel.	06/18/2024	1:00 pm	Lowe's Ormond Beach #0742 Special Exception Site Plan 05.09.24.pdf	3

Attachment 4: Resolution 2012-73

RESOLUTION NO. 2012-73

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING "LOWE'S HOME CENTER" STORE LOCATED AT 1340 WEST GRANADA BOULEVARD, WITHIN THE B-8 (COMMERCIAL) AND SE (SPECIAL ENVIRONMENTAL) ZONING DISTRICTS, TO ALLOW OUTDOOR ACTIVITY TO INCLUDE THE PERMANENT OUTDOOR STORAGE, DISPLAY, AND SALES OF MERCHANDISE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE

WHEREAS, Lowe's Home Centers, Inc., a North Carolina corporation (the "Applicant"), has applied for the issuance of a Special Exception to allow outdoor activity to include the permanent outdoor storage, display, and sales of merchandise in front of the "Lowe's Home Center" store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts, and

WHEREAS, the application does not propose any new construction or additional building square footage, and

WHEREAS, the said application is in compliance, with the provisions of the City of Ormond Beach *Land Development Code* ("the *Land Development Code*") and the general laws of Florida, and

WHEREAS, the Planning Board held a public hearing on April 12, 2012, regarding this matter as required by Chapter 1, Article II, Section 1-15D(2), of the *Land Development Code*, and

WHEREAS, the Planning Board found in their recommendations, the following:

(1) The application has no impacts to residential uses;

(2) The site layout plan for permanent outdoor storage, display, and sales of merchandise does not impact pedestrian or traffic safety; and

(3) The location of the permanent outdoor storage, display, and sales of merchandise is unique to this site and not visible from the public roadway; and

(4) There is a need for an enforcement provision to ensure that limits established by the site plan are adhered with; and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee; and

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

(1) The proposed use conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the B-8 (Commercial) zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed use is consistent with the *Comprehensive Plan*;

(3) The proposed use 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;

(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;

(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;

(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;

(7) The proposed use is functional in the use of space and aesthetically acceptable;

(8) The proposed use provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

(10) The testimony provided at public hearings,

now therefore,

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

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

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Development Order for a Special Exception to allow outdoor activity to include the permanent outdoor storage, display, and sales of merchandise in accordance with the site plan exhibit and conditions described in the Special Exception Development Order, for "Lowe's Home Center" store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts, on that real property described in the Special Exception Development Order, a copy of which is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 15th day of May, 2012.

ED KELLEY
Mayor

ATTEST:

JOSHUA FRUECHT
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE: Lowe's Home Centers, Inc., a North Carolina corporation
SE 12-72
"Lowe's Home Center" - Outdoor Activity
1340 West Granada Boulevard
PARCEL ID NO: 4230-00-00-0311

SPECIAL EXCEPTION DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 15, 2012, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed use conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the B-8 (Commercial) zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed use is consistent with the *Comprehensive Plan*;

3. The proposed use 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;

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;

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;

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;

7. The proposed use is functional in the use of space and aesthetically acceptable;

8. The proposed use provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

10. The testimony provided at public hearings

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Lowe's Home Centers, Inc., a North Carolina corporation, for a Special Exception to allow outdoor activity to include the permanent outdoor storage, display, and sales of merchandise, at the "Lowe's Home Center" store, located at 1340 West Granada Boulevard, within the B-8 (Commercial) and SE (Special Environmental) zoning districts, on that real property described on Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception;

2. There were no outstanding Site Plan Review Committee comments;

3. The product storage would be permanent and year round.

4. No product shall be stacked greater than 8 feet in height.

5. Outdoor product can only be stored, displayed, or sold within the delineated areas show on the site plan attached hereto as Exhibit "B".

6. Delineated areas shall be indicated by 4" wide yellow painted rectangular outline.

7. Product cannot encroach outside the painted delineated line.

8. The applicant can determine what products are sold outside of the store within the boundaries of the site plan attached hereto as "Exhibit "B".

9. If within any one (1) year period, there are two (2) demonstrated code violations of the permanent outdoor storage, display, and sales of merchandise per the site plan attached, as proven through the Special Magistrate code enforcement system, the right to permanent outdoor storage, display, and sales of merchandise under the Special Exception development order shall be automatically revoked without further action of the City Commission. Upon the issuance of a second notice of a code enforcement violation by either a Neighborhood Improvement Officer or Police Officer the ability to have the permanent outdoor storage, display, and sales of merchandise shall be suspended until the finding of the Special Magistrate hearings are complete. If the Special Magistrate determines that a second violation has occurred, the ability to have outdoor storage, display, and sales of merchandise shall thereafter be deemed to have been revoked. If the Special Magistrate determines that no violation occurred, the applicant shall be permitted to resume the permanent outdoor storage, display, and sales of merchandise.

B. The final plans for the location of the outdoor activity to include the permanent outdoor storage, display, and sales of merchandise shall be consistent with all of the conditions listed in Paragraph A hereof, and the plans depicted in Exhibit "B" attached hereto shall be amended as necessary in order to achieve such consistency.

C. No material change shall be made to the final plans attached as Exhibit "B" and incorporated herein by reference for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

D. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception, such Officer shall promptly present such determination to Special Magistrate for hearing

E. If this Special Exception is abandoned for a period of six (6) months, a business tax receipt for a new use, subject to Special Exception requirements, shall not be issued until all of the conditions of Chapter 1, Article II, Section 1-14(C)(3) of the *Land Development Code* have been satisfied.

F. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Lowe's Home Centers, Inc., a North Carolina corporation, and shall be binding upon, Lowe's Home Centers, Inc., and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Parcel ID No.: 4230-00-00-0311)

ORDERED this 15th day of May, 2012.

(CITY SEAL)

By: Ed Kelly
ED KELLY
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

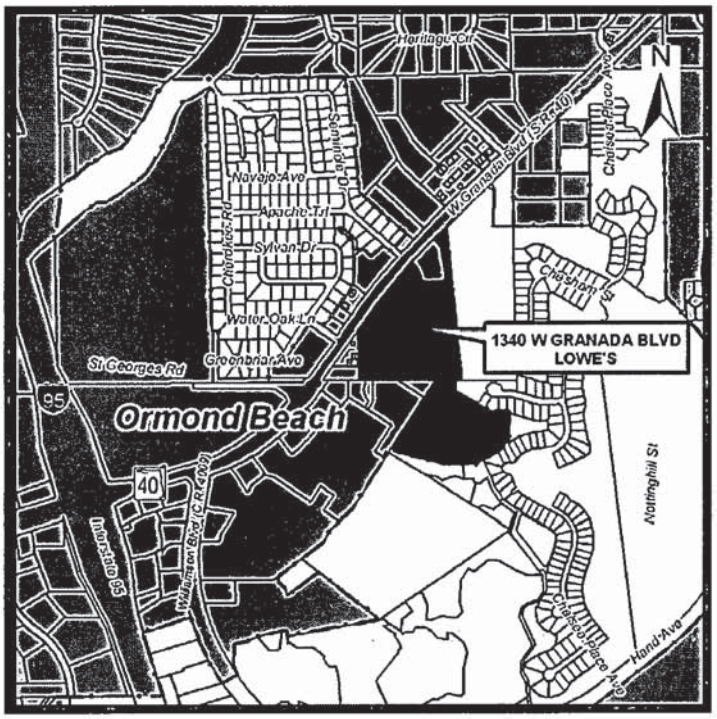
EXHIBIT "A"

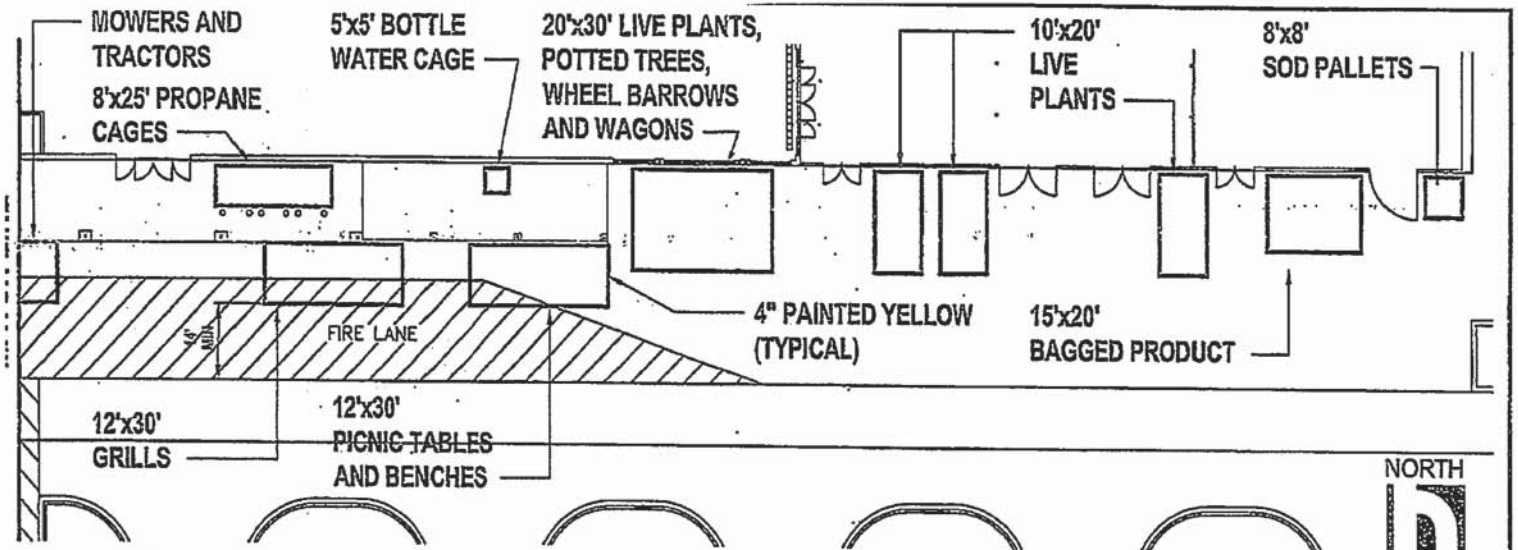
LEGAL DESCRIPTION

30 14 32 W 953.98 FT OF NE 1/4 S OF ST RD 40 EXC IRREG PARCEL IN E 244.23 FT OF W 973.39 FT MEAS ON S R/W OF ST RD 40 & EXC NEW R/W FOR ST RD 40 & INC IRREG PARCEL IN SE 1/4 MEAS 706.45 FT ON W/L & 186.21 FT ON N/L PER OR 4427 PG 2519

OWNER: LOWES HOME CENTERS INC., A NORTH CAROLINA CORPORATION
LOCATION: 1340 W GRANADA BOULEVARD
PARCEL ID #: 4230-00-00-0311

LOCATION MAP





LAYOUT PLAN

SCALE: 1" = 20

CONDITIONS:

1. THE SPECIAL EXCEPTION SHALL BE VALID PER CALENDAR YEAR COMMENCING ON JANUARY 1.
2. NO PRODUCT SHALL BE STACKED GREATER THAN 8 FT IN HEIGHT.
3. OUTDOOR PRODUCT CAN ONLY BE STORED DISPLAYED AND SOLD WITHIN THE DELINEATED AREAS INDICATED ON THIS EXHIBIT.
4. DELINEATED AREAS SHALL BE INDICATED BY 4" WIDE YELLOW PAINTED RECTANGULAR OUTLINE.
5. PRODUCT CANNOT ENCROACH OUTSIDE OF THE PAINTED DELINEATED LINE.

LOWE'S OF ORMOND BEACH
1340 W. GRANADA BLVD.
SPECIAL EXCEPTION FOR PERMANENT OUTDOOR STORAGE, DISPLAY AND SALES OF STORE PRODUCT

MARCH 13, 2012
SHEET 2 OF 2

UPHAM INC
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
285 Kentucky Avenue • Ormond Beach • Florida 32174
Voice: 386.672.0518 • Fax: 386.673.6534 • upham@inc.com
LB # 0003612 LC # 0000337

EXHIBIT "B"
PAGE 1 OF 2

EXHIBIT "B"
PAGE 2 OF 2

DRAFT

Planning Board minutes from

July 11, 2024

ITEM:

PZ-2024-060

Special Exception for Outdoor Activity

Permanent outdoor storage, display and sales of merchandise under certain conditions

1340 W. Granada Blvd. – Lowe's Home Centers LLC

Action: Recommended Approval (5-1)

neighborhood or conservation area and sandhill cranes that are in the space of the project.

Mr. Jorczak stated that he thinks it is a good idea with the size of the units and amount of houses going in. He commented that they have to have some place to store the things that will not fit in their new homes. He remarked that it will be local for them and likes that the storage is on the second story with an elevator and it all being indoor.

Board Recommendation

Chairman Thomas entertained a motion.

Mr. Jorczak motioned to approve PZ 2024-000037: Plantation Oaks, Neighborhood Commercial Amendment, Planned Residential Development Amendment, 1730 Plantation Oaks Boulevard. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. PZ 2024-000060: Lowe's Home Improvement Store, Special Exception for Outdoor Activity, 1340 West Granada Boulevard

Ms. Eaton stated that this is a request submitted by Mr. Joseph Posey, Esquire, Storch Law Firm, on behalf of the property owner, Lowe's Home Centers, LLC., f/k/a Lowe's Home Improvement Centers, Inc. for a Special Exception to authorize an outdoor activity use. The application seeks to expand the previously approved permanent outdoor storage, display, and sales of merchandise areas approved by Special Exception, Resolution 2021-71, under certain conditions, at the Lowe's Home Improvement store. The subject property is located at 1340 West Granada Boulevard and is zoned B-8 (Commercial) and SE (Special Environmental).

Ms. Eaton explained that the property is approximately 31 acres and is split zoning. Along Granada Boulevard it is B-8, Commercial zoning and towards the south is a SE, Special Environmental zoning with the stormwater for the site. Ms. Eaton delivered the background on the process, adding that in 2006 the property received a resolution to allow 18 temporary storage containers for a three month period, in 2012 the property received approval for permanent outdoor storage and display of merchandise under certain conditions and in conformance with the approved site plan, the approval was limited to the areas along the front of the store.

Ms. Eaton stated that the city received a complaint which resulted in a Neighborhood Improvement case and city staff visited the site and determined that the violation of the approved site plan existed and the materials shall be removed from the Granada Boulevard frontage. She continued that in March, the Special Magistrate and the property owner, through a stipulated agreement, acknowledged that a violation occurred and existed on the property and directed that compliance be achieved by September 27, 2024 by either complying with the 2012 Special Exception or by amending the Special Exception. Ms. Eaton elaborated that yesterday, city staff did observe two to three sheds visibly stored along the Granada Boulevard frontage and building material stacked higher than 8' along the southeast building frontage. Since then it has been changed. The applicant has placed pictures of the change on the board dais for each board member showing there was nothing stored along the W. Granada Blvd frontage, or stacked higher than 8'.

Ms. Eaton explained that the proposed site plan is the displayed with same orientation showcasing that most of the expansion occurring to the west of the garden center in the parking areas and an addition on the rear and eastside of the store along the façade with minor changes along the front, removing display areas from the fire lane. The application proposes screening in the front of the property along the westside to reduce the impacts and views from Granada Boulevard. Ms. Eaton stated that the fencing is a tube steel fence matching the existing material that is onsite today, extending from the garden center to the west property line.

Ms. Eaton reviewed the proposed conditions: (1) no product shall be stacked greater than 8' in height; (2) outdoor product can only be stored, displayed, or sold within the delineated areas shown on the site plan exhibit; (3) delineated areas shall be indicated by 4"-wide yellow painted rectangular outline; (4) product cannot encroach outside of the painted delineated line; and (5) if within any one (1) year period, there are two (2) demonstrated code violations of the permanent outdoor storage, display, and sales of merchandise per the site plan attached, as proven through the Special Master code enforcement system, the right to permanent outdoor storage, display, and sales of merchandise under the Special Exception development order shall be automatically revoked without further action of the City Commission. Upon the issuance of a second notice of code enforcement violation by either a Neighborhood Improvement Officer or Police Officer, the ability to have the permanent outdoor storage, display, and sales of merchandise shall be suspended until the finding of the Special Master hearings are complete. If the Special Master determines that a second violation has occurred, the ability to have outdoor music shall thereafter be deemed to have been revoked. If the Special Master determines that no violation occurred, the applicant shall be permitted to resume the permanent outdoor storage, display, and sales of merchandise. (the River Grille provision).

Ms. Eaton added that staff received one written letter of objection via e-mail and provided to the board and it is expected that the application will be reviewed by the City Commission on August 20, 2024. She concluded that it is recommended that the Planning Board approve the application for the permanent outdoor storage, display, and sales of merchandise per the site plan exhibit and conditions, including the code enforcement provision, for the Lowe's Home Improvement Store at 1340 West Granada Boulevard.

Mr. Railsback asked what would be stored on the east and south sides.

Applicant's Presentation

Mr. Roger Strcula, Upham Inc., 265 Kenilworth Avenue, Engineer Consultant, responded that it would be store products, including racks, and temporary pallets. He continued that he was part of the Special Exception back in 2012. Mr. Strcula explained that the existing garden center fence is 20' high, black tube steel fence and the proposed fence will be 8'-high tube steel with fabric matching the existing fabric.

Mr. Railsback asked if there are pallets outside of the specified section and if it is if it will be a code violation. Mr. Strcula replied that it is. He added that Lowe's in Ormond Beach is one of the top tier stores in Florida and performs high in the community. He explained that the store managers get promoted over time and that the current store manager is a newer store manager they will get educated on the history of the store and the requirements.

Mr. Railsback asked for clarification on the fencing and if it is only going to be across the frontage of the specified area or if it also will go down the side. Mr. Strcula confirmed that it will be across the frontage. The west side is heavily wooded. The back and side of the store is conservation area.

Ms. Shull asked why more products need to be stored now and what type of products require the additional storage. Mr. Strcula replied that this Lowe's location store has more volume of product. Ormond Beach is expanding with new residents and they need space for additional material. He added that it will be garden product, sheds and trailers on the west side of the parking lot, and interiorly pallet goods, garden center blocks and large bulk items.

Mr. Joey Posey, Esquire, 420 S. Nova Road, pointed out that a lot of big box retailers, as such with Lowe's Improvement stores, that have evolved over time, have a lot of major items that can be in the store but are difficult to get out of the store. They are making better use of space they do have outdoors with screening and buffers, to utilize it to help the customer, giving a better visual curb appeal. Mr. Posey stated that Lowe's wants to do the right thing, with the goal of making things better. A lot of outdoor equipment and bags are difficult to get out of the store and more accessible to get outside.

Mr. du Moulin inquired about the 8'-fence, commenting that a lot of sheds are mounted on cinderblocks which jack up the height of the fence, with the purpose of not seeing the inventory. He asked if it would be more advantageous to go 10'. Mr. Posey replied that the sheds on cinderblock are not greater than 8'. He added that the 8' that was identified as a compliance issue was a delivery for cinderblocks that will be going out tomorrow. The store manager was not aware that there was an 8'-high limitation. After staff made everyone aware, it was corrected.

Mr. Jorczak asked if it would create a problem if there was a restriction that the store could not have any visibility of any product higher than the fence. Mr. Posey replied that it will not be a problem with the correct training of store employees.

Mr. Jorczak inquired about temporary storage in the parking lot. Mr. Strcula responded that at times Lowe's will have temporary outdoor display and sales in the parking lot, such as Christmas trees and spring garden sales by special permits.

Mr. Galloway stated that the main issue is to get the eyesore off of being directly on Granada Boulevard and placing it back behind the fence, except for the peripheral plants when you walk up to the store. There was additional discussion about the height of fences at both commercial and residential.

Audience Comments

Mr. David Hilt, resident of Chelsea Place, inquired if any of the outdoor activity would affect a portion of land outside of his neighborhood, Chelsea Place, where there are turkeys, bobcats and deer. Mr. Posey responded that the conservation zoned rear parcel is not being touched. The changes are with the garden center and front of the Lowes store.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for discussion and questions, and entertained a motion.

Mr. Jorczak commented that he would like to see signage specifying that no product can be visible above the height of the fence. Mr. Posey clarified that it was added to the plan as a condition.

Chairman Thomas asked how many times Lowes received violations. Mr. Spraker replied that there was one Special Magistrate hearing. The violation took place in March 2024.

Mr. Railsback inquired about the code enforcement process. Mr. Spraker replied that Code Enforcement is to initiate a case and then it goes to the Special Magistrate to find a violation.

Mr. du Moulin inquired if there were any mitigation plans to expand firefighting systems at the store with the enclosed area. Mr. Strcula explained that the Lowes store has an early suppression fire-resistant system. There are only exterior changes which does not call for additional fire protection. He continued that when the store was originally designed there were hydrants placed around the store for a loop fire main system. Mr. Strcula added that staff requested that the city's aerial fire truck drive around the site to show that it would work and reach it.

Board Recommendation

Mr. Galloway motioned to approve PZ 2024-000060: Lowe's Home Improvement Store, Special Exception for Outdoor Activity, 1340 West Granada Boulevard.

Mr. Jorczak suggested adding the condition that product cannot be visible from the right-of-way (ROW), Granada Boulevard or be above the height of the 8'-fence.

Mr. Galloway amended his motion to approve PZ 2024-000060: Lowe's Home Improvement Store, Special Exception for Outdoor Activity, with the condition that product cannot be visible from the right-of-way (ROW), Granada Boulevard or be above the height of the 8'-fence.

Ms. Shull seconded it. Vote was called, and the motion was approved (5-1), with Chairman Thomas in opposition.

Chairman Thomas expressed his concern with his thoughts of it going too far with allowing outdoor storage in the city. He further explained that he recalls Lowe's proposal in the beginning and does not feel that they have kept it up and how another small business local store shut down on U.S. Highway 1 because of outdoor storage.

VIII. PUBLIC COMMENTS

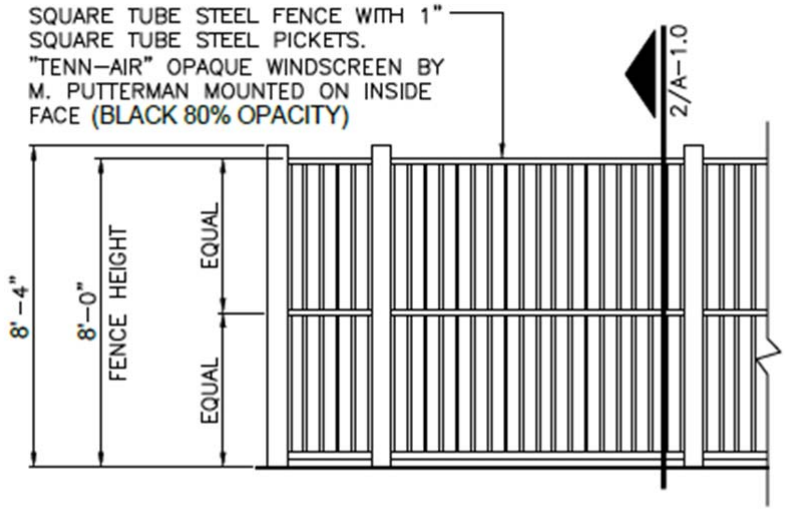
IX. OTHER BUSINESS

Spraker, Steven

From: Spraker, Steven
Sent: Monday, July 8, 2024 7:53 PM
To: 'Scott Vanacore'
Cc: Eaton, Noel; joey@storchlawfirm.com; rwstrcula@uphaminc.com
Subject: RE: Special Consideration Letter from Lowes
Attachments: Colored Site Plan.pdf

Good evening,

Thank you for the telephone conversation this afternoon. Staff can provide the correspondence provide to the Planning Board members. As we discussed, Lowe's became the subject of code enforcement action based on the sheds and other materials placed along their West Granada Boulevard frontage. The requested Special Exception would not allow any outdoor storage along the West Granada Boulevard parking spaces. The outdoor storage would be along the building frontage and to the side of the garden center. The area to the side of the garden center is planned to be screened with an 8' fence. The proposed detail is provided below.



3 TUBE STEEL FENCE POST DETAILS
SCALE: 1/4"=1'-0" REFER: A-1.0

The proposed site plan is attached. Also, as discussed the city Landscape Architect is requiring a betterment plan to replace any missing material from the approved Lowe's landscape plan. I have included the project representatives in case there are any additional concerns. City staff (and I believe the applicant) are available to walk the site with you if desired. Your input is sincerely appreciated.

Steven

Steven Spraker, AICP

Planning Director

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Scott Vanacore <scott.vanacorehomes@gmail.com>
Sent: Monday, July 8, 2024 12:25 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Special Consideration Letter from Lowes

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon, Steve.

Please find the attached letter regarding a special exception request from Lowes. We have been observing clutter in their parking lot for quite some time, such as lawn chairs, sheds, pallets of fertilizer, mulch, and other items. The clutter in the Lowes parking lot is situated on State Road 40, visible to all passersby. It is unsightly and detracts from the overall appearance of the area. I strongly urge you to strike down this request. Let's work together to keep Ormond Beach beautiful.

I appreciate your time and consideration of this matter.

Thank you,

Scott Vanacore
Vanacore Construction
386-547-4373

Voted "Best Builder"

READERS' CHOICE AWARDS 2011-2017
NEWS-JOURNAL

7 Years in a Row!

Spraker, Steven

From: Bill.Partington@ormondbeach.org
Sent: Wednesday, July 3, 2024 12:01 PM
To: Spraker, Steven; Shanahan, Joyce
Subject: Fwd: Lowes - Special Exception Letter
Attachments: City of Ormond Beach - Lowes 1340 W Granada.pdf

Just FYI…..Mr. Vanacore asked that these be shared with the planning board.
Bill Partington
Sent from my iPhone

Begin forwarded message:

From: Scott Vanacore <scott.vanacorehomes@gmail.com>
Date: June 28, 2024 at 9:23:40 AM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Fw: Lowes - Special Exception Letter

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor Partington,

I wanted to add an important point in addition to my email yesterday. The clutter in the Lowes parking lot is situated on State Road 40, visible to all passersby. It is unsightly and detracts from the overall appearance of the area.

I appreciate your time and consideration of this matter.

Thank you,

Scott Vanacore
Vanacore Construction
386-547-4373

Voted "Best Builder"

READERS' CHOICE AWARDS 2011-2017 NEWS-JOURNAL

7 Years in a Row!

From: Scott Vanacore <scott.vanacorehomes@gmail.com>
Sent: Thursday, June 27, 2024 1:59 PM

To: Bill Partington <bill.partington@ormondbeach.org>
Subject: Lowes - Special Exception Letter

Dear Mayor Partington,

Please find the attached letter regarding a special exception request from Lowes. We have been observing clutter in their parking lot for quite some time, such as lawn chairs, sheds, pallets of fertilizer, mulch, and other items. I strongly urge you to strike down this request.

Let's work together to keep Ormond Beach beautiful.

Thank you,

Scott Vanacore
Vanacore Construction
386-547-4373

Voted "Best Builder"

READERS' CHOICE AWARDS 2011-2017
NEWS-JOURNAL

7 Years in a Row!

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 10.A

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-154
Strategic Goal:	Airport Revenue Generation - Update Airport Operations		
Department:	Economic Development - Airport		
Subject:	Airport Rates and Fees		
Summary:	The proposed Resolution seeks to establish a landing fee at the Ormond Beach Municipal Airport. A landing fee is one of the user fees commonly utilized at public-use airports to share the costs of airfield operations and maintenance with users of the airfield. The proposed landing fee has been calculated based upon the revenue needed to pay the airport's current estimated local cost share for planned and future capital improvement projects. The implementation of this program has been a coordinated effort with other airports in the region that plan to begin assessing landing fees at the beginning of the fiscal year. Staff has participated in meetings with, and is acting in concert with, airports in the surrounding east central Florida region who will be implementing a landing fee program at their facilities. Similar programs are also planned at other general aviation airports across the state. Aircraft that are based at the Ormond Beach airport will not be assessed a fee for landing at the airport. Implementation of this new fee will improve the operational efficiency of the airport and help create a fee and rental structure that makes the airport as financially self-sustaining as possible. The assessment of airport user fees is supported by federal and state law, including Section 511(a)(9) of the Airport and Airway Improvement Act of 1982, Section 112(a)(3) of the Federal Aviation Administration Authorization Act of 1994 and Section 329.40 of the Florida Statutes. Section 3.3-24 of the City of Ormond Beach Code of Ordinances was recently amended at the August 6, 2024, City Commission meeting to provide for the assessment of such airport fees to recover costs incurred by the city. Revenue from airport fees generally may not exceed the airfield capital and operating costs of existing airfield facilities and services. Permitted airfield costs include operating costs, capital costs, environmental		

	costs, sponsor costs for aircraft noise abatement and mitigation efforts, insurance and facilities under construction. If the landing fee is approved, the next agenda item for the City Commission's consideration includes a proposed agreement for professional services with Vector Airport Systems, LLC, a company that will manage the billing and collection of the landing fees at the Ormond Beach Municipal Airport.
Financial Impact:	Based upon the average annual aircraft traffic served by the airport, it is estimated that the Airport Fund will earn approximately $236,000 in net income after Vector's fees have been withdrawn. The estimated gross annual fee collection amount is $283,413.
Citizen Impact:	The ability to assess fees for use of the airport will serve to make the airport more self-supporting in accordance with the City's federal airport sponsor obligations, and will enhance the City's ability to maintain and develop the airport in service to the flying public.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the establishment of landing fees at the Ormond Beach Municipal Airport.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	1. 24-154 Airport Fees (P24-0172G) 2. Airport Rates and Fees
Approval:	Kelly McGuire, Finance Director 9/4/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/4/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-154

A RESOLUTION ESTABLISHING FUEL FLOWAGE FEES, LANDING FEES, AND AIRCRAFT TIE DOWN FEES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ordinance 2024-21, approved by the City Commission on August 6, 2024, authorized an amendment to the City of Ormond Beach *Code of Ordinances* to provide for the assessment of certain fees at the Ormond Beach Municipal Airport (OMN), and

WHEREAS, the City's professional staff have reviewed, and recommend approval of, the proposed fuel flowage fees, landing fees, and aircraft tie down fees for OMN, as detailed in the attached Ormond Beach Municipal Airport Rates & Fees schedule, and

WHEREAS, the City Commission concurs with said recommendations, now therefore,

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

SECTION ONE. The City Commission hereby approves of the proposed Ormond Beach Municipal Airport Rates & Fees. A copy of said fee schedule is attached hereto and incorporated herein by reference.

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

[Remainder of page intentionally left blank]

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

ORMOND BEACH MUNICIPAL AIRPORT

RATES & FEES

Rev.08.27.2024

Fuel Flowage Fee

AVGAS (100LL) & JetA Fuel:	$0.05 per gallon

Landing Fees

Per 1,000 lbs MTOW:	$3.00 per arrival

Aircraft Tie Down Fee

Public Ramp Areas

(ramp areas not under lease, based aircraft only)	$250.00 annually

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 10.B

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-155
Strategic Goal:	Airport Revenue Generation - Update Airport Operations		
Department:	Economic Development - Airport		
Subject:	Agreement for Professional Services - Airport		
Summary:	This is a Resolution to authorize execution of an agreement for professional services between Vector Airport Systems, LLC and the City of Ormond Beach to provide the PlanePass Automated Aircraft Fee Billing and Collection Service for the Ormond Beach Municipal Airport. On August 6, 2024, the City Commission approved an amendment to Section 3.3-24 of the Code of Ordinances, to provide for the assessment of certain airport fees to recover costs incurred by the City. Accordingly, staff has proposed implementation of a landing fee at the Ormond Beach Municipal Airport under a separate agenda item. A landing fee is one of the user fees commonly utilized at public-use airports to share the costs of airfield operations and maintenance with users of the airfield. Implementation of this new fee will improve the operational efficiency of the airport and help create a fee and rental structure that makes the airport as financially self-sustaining as possible. Provided the landing fee proposed in the previous agenda item is approved, staff recommends utilizing the PlanePass aircraft landing fee billing service, an outsourced airport fee billing and collection service provided by Vector Airport Systems. The PlanePass service will be used to manage the full life cycle of billing, collection and customer service needs for the assessment of landing fees at the Ormond Beach airport. Staff is unaware of any other company or organization that offers a comparable, all-in-one automated integrated billing and collections service. City staff has been meeting and cooperating with other Florida airports to deploy this billing system statewide. Vector Aircraft Systems is the sole provider of the PlanePass service and is also the sole billing solution partner for Virtower, the City's current airport operations tracking system vendor. Virtower is provided to the		

	City and other airports statewide free of charge via the competitive state contract awarded to Virtower via RFP (DOT-RFP-24-9036-CA).
Financial Impact:	Based upon the average annual aircraft traffic served by the airport, it is estimated that the Airport Fund will earn approximately $236,000 of net additional income annually. Vector Airport Systems receives compensation for services rendered via retention of amounts collected under the terms of this agreement, at the rate of 16.8% (approximately $47,613 based upon a gross annual revenue estimate of $283,413). This rate is the uniform rate that has been negotiated and established for Florida airports.
Citizen Impact:	The proposed Resolution pertains specifically to current and planned airport operations and will have no impact upon the City's general population. The ability to assess and collect landing fees for use of the airport will serve to make the airport more self-supporting in accordance with the City's federal airport sponsor obligations, and will enhance the City's ability to maintain and develop the airport in service to the flying public.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Resolution to authorize execution of an agreement for professional services between Vector Airport Systems, LLC and the City of to provide the PlanePass Automated Aircraft Fee Billing and Collection Service for the airport.
Staff Contact:	Steven Lichliter, Airport Manager, (386) 615-7019
Attachments:	1. 24-155 Vector Airport Billing Services (P24-0161G) 2. Vector Agreement
Approval:	Kelly McGuire, Finance Director 9/9/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/9/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-155

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND VECTOR AIRPORT SYSTEMS, LLC, FOR THE PROVISION OF PLANEPASS AIRCRAFT OPERATING FEE BILLING AND COLLECTION SERVICES AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ordinance 2024-21, approved by the City Commission on August 6, 2024, authorized an amendment to the City of Ormond Beach *Code of Ordinances* to provide for the assessment of certain fees at the Ormond Beach Municipal Airport ("OMN"), and

WHEREAS, Vector Airport Systems, LLC, is the sole provider of PlanePass Aircraft Operating Fee Billing and Collection Services ("PlanePass Services"), and the sole billing solution partner of Virtower, the City's current airport operations tracking system vendor; and therefore, the procurement of services is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the execution of an Agreement with Vector Airport Systems, LLC, to provide PlanePass Services at OMN (a copy of said Agreement is attached hereto and incorporated herein by reference), and

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

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

SECTION ONE. The City Commission hereby approves the sole source procurement of PlanePass Aircraft Operating Fee Billing and Collection Services at the Ormond Beach Municipal Airport from Vector Airport Systems, LLC.

SECTION TWO. The City Manager, or her designee, is hereby authorized and directed to execute an Agreement between the City and Vector Airport Systems, LLC, for the provision of PlanePass Services, as detailed in the attached Agreement.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

VECTOR AIRPORT SYSTEMS, LLC &

CITY OF ORMOND BEACH FOR ORMOND BEACH AIRPORT (OMN)

Agreement Name: *PLANEPASS®* Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT "), dated as of_____, _____ ("Execution Date"), is by and between the City of Ormond Beach for Ormond Beach Airport (OMN), (hereinafter "CLIENT" / "City"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"). The CLIENT shall be defined as the client airport(s) and their governing municipality.

RECITALS

I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including PLANEPASS® aircraft operating fee billing & collection services, and

II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for the performance of aircraft operating fee billing & collection services.

III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Term of Agreement:**
   1.1. The term of this Agreement shall commence as of the COMMENCEMENT DATE set forth below and shall continue thereafter for a period of (3) three years (the "Initial Term"). CLIENT shall have the option to renew the AGREEMENT annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Year(s). The Term shall continue and automatically renew for successive one (1) year terms, each ("Successive Term") without further act or instrument, unless either party provides written notice to the other of its intent to terminate . All terms, conditions, and fees of this AGREEMENT continue unchanged during the Option Year(s) and Successive Term(s).
   1.2. The COMMENCEMENT DATE is October 1, 2024.

2. **Termination**
   2.1. **Termination for Convenience:** Either party may terminate this AGREEMENT for convenience without the consent of the other party. Requests for termination for convenience must be made in writing to the contacts listed in Section 7 no less than ninety (90) calendar days prior to the requested termination date.

2.2. **Termination for Cause:** Notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.

Should performance of this AGREEMENT at any time create a dangerous condition at the airport, or is deemed exercised in violation of local, state or federal law, the AGREEMENT may be immediately terminated by CLIENT without penalty.

2.3. **Delivery of Work Product and Final Payment Upon Termination:** In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:

- **For *PLANEPASS®*:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.4. **Payment Upon Termination:** Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date of cancellation. Payment shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

2.5. **Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, including expiration of the AGREEMENT Term prior the Parties agreeing to continue the same or similar services, the following Service Wind-Down Period and provisions shall apply:

- CONTRACTOR will remit to CLIENT all aircraft operating fees collected up to the point of cancellation, less the CONTRACTOR Billing & Collection Fees specified in this document.
- CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced, ideally a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods after the AGREEMENT termination effective date. Four months are recommended to maximize collections for previously invoiced periods. CONTRACTOR's ongoing fee for *PLANEPASS®* Billing & Collection service stated in

Section 4.2 will apply to amounts collected during the four-month period after termination date.

- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after continuation period has ended, CONTRACTOR will continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the CLIENT on a monthly basis.

3. **Scope of Work**

3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.

3.2. **Cooperation with CLIENT:** CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.

3.3. **Cooperation by CLIENT:** CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.

3.4. **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. **Compensable Products and Services:** CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT according to the following:

4.1. **Equipment:** As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. CONTRACTOR may have a transponder receiver installed at the CLIENT's location at CONTRACTOR's discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.

4.2. ***PLANEPASS®* Billing & Collection:** CONTRACTOR'S ongoing service fee activity is **16.8%*** of amounts collected under the terms of this AGREEMENT. CONTRACTOR'S fee is paid out of collections on behalf of CLIENT at the time of transfer of the "balance of collections" to CLIENT. **Special FL Airport 2024 Pricing Program*

4.2.1. The "balance of collections" is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the *PLANEPASS®* Billing & Collection fee, stated above.

4.2.2. The transfer of the "balance of collections" and CONTRACTOR's fee will occur monthly by the 10th business day.

4.3. **System Operation:** Operations, Processing, Monitoring, & Maintenance (OPM&M) is included in above *PLANEPASS®* Billing & Collection and not priced separately.

5. **Payment Terms:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **System Setup, Configuration & Testing:** (No Charge)

5.2. ***PLANEPASS®* Billing & Collection:** CONTRACTOR's fee is retained by CONTRACTOR from collection proceeds, transferred from collections account at the time of monthly disbursement to CLIENT following each monthly collection period.

6. **Insurance**: With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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.

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 coverage.)

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

a. Premises, Operations, Products and Completed Operations

b. Owners' & Contractors' Protective

c. Products & Completed Operation

d. Explosion, Collapse & Underground Conditions

e. Blanket Contractual Liability

f. Personal Injury Liability

g. Broad Form Property Damage Endorsement, including Completed Operations

h. Independent Contractors

i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)

j. Pollution Liability (if applicable)

k. Asbestos Abatement (if applicable)

l. Fire Damage Liability

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

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

Limits (not less than)

$1 Million Each Occurrence

$2 Million General Aggregate

$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

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.

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Notice**: All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

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

7.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

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

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

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

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

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32175. (386)677-0311

CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

9. **Independent Parties**: The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.

10. **Integrated Contract**: This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.

11. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.

12. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.

13. **Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.

14. **Federal Government Clause:** This AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the City of Ormond Beach and the United States of America, relative to the operation and maintenance of the Ormond Beach Municipal Airport.

15. **Indemnification**: CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

16. **No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.

17. **Limitation of Liability**: CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars ($2,000,000.00) or the insurance coverage applicable to loss, whichever is greater.

18. **Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.

19. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.

20. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, 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. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

21. **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.

22. **Force Majeure**: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.

23. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

VECTOR: Vector Airport Systems, LLC

By: _____ Title: _____

Name: _____ Date:_____

CLIENT: City of Ormond Beach, Florida

By: _____ Title: _____

Name: _____ Date: _____

EXHIBIT A - Scope of Work ("WORK")

CONTRACTOR shall:

Provide the *PLANEPASS®* billing & collection service to manage the fees designated by the CLIENT:

- Part 91 Landing Fees
- Part 121 Landing Fees
- Part 135 Landing Fees
- To modify the fees billed under this AGREEMENT, CLIENT must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.
    - CONTRACTOR must agree that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS®* service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.
    - Fee adjustments that require material changes to Scope of Work may require renegotiation and an amendment to the CONTRACTOR'S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. ***PLANEPASS®* Billing & Collection Service:** Utilize *PLANEPASS®* service and billing engine to identify billable aircraft operations, as defined by the CLIENT, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
    1.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
    1.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT's existing billing rate and policies. Provide electronic access to CONTRACTOR's Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
    1.3. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
    1.4. Maintain *PLANEPASS®* automated billing services including: billing, customer support, collection of fees, and reporting.
    1.5. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
    1.6. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
    1.7. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.
    1.8. Provide ongoing client and user support.

CLIENT shall:

1. **CLIENT Obligations**:
   1.1. **CLIENT Obligations - General:** CLIENT shall be obligated to use its best efforts to perform or provide the following:
      1.1.1. **Provide Information:** CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
      1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.
      1.1.3. **Timely Response:** CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

   1.2. **CLIENT Obligations - *PLANEPASS®***
      1.2.1. **Financial Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with CONTRACTOR's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
      1.2.2. **Exemption List:** CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.
      1.1.1. **Payments Received by CLIENT:** CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will inform CONTRACTOR via email to billing@vector-us.com. CLIENT will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR's service fee.
      1.2.3. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
      1.2.4. **Airport Policy:** CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT.

CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

1.2.4.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be submitted via a Change Order, provided in EXHIBIT D, to officemanager@vector-us.com at least forty-five (45) calendar days prior to implementation. The Change Order will undergo review for approval and must be executed by an authorized representative of CONTRACTOR before any fee changes are considered accepted and can be implemented.

1.2.5. **Authorization to Bill & Authorization to Collect Documentation:** CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

1.2.5.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

1.2.5.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at https://payment.PLANEPASS.com. The portal* allows aircraft operators to:

1) Update contact information, including email or postal mail addresses
2) Process credit card payments
3) Enroll in electronic invoicing
4) View account history
5) Request copies of invoices via email or download Excel-formatted invoices
**The portal login is based on Vector invoice number and Vector operator ID*

EXHIBIT B – Authorization to Bill Letter

DATE

Dear Ormond Beach Airport Community,

Effective October 1, 2024 Vector Airport Systems ("Vector") assumed the billing and collection of landing fees on behalf of Ormond Beach Airport (OMN). {If applicable: For all operations occurring until midnight on DATE, Ormond Beach Airport will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

"Landing fees" is a commonly used term that refers to aircraft operating fees. Landing fees for OMN are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport's established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft's FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft's registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com.

- **Vector's self-service web portal* allows aircraft operators to:**

  1) Update contact information, including email or postal mail addresses
  2) Process credit card payments
  3) Enroll in electronic invoicing
  4) View account history
  5) Request copies of invoices via email or download Excel-formatted invoices
  **The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector's *PLANEPASS®* billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

The Airport's Administration Office staff may also be reached [*insert email*].

Sincerely,

[*insert signature - preferably a cursive version of your wet signature]*

JOHN MARK
CEO

SAMPLE

EXHIBIT C – Authorization to Collect Letter

DATE

Dear Ormond Beach Airport Aircraft Operator,

Since July 1, 2024, Vector Airport Systems ("Vector") has managed the billing and collection of landing fees on behalf of Ormond Beach Airport (OMN). Vector is authorized to collect balances due on the Airport's behalf.

Ormond Beach Airport (OMN) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector *PLANEPASS®* - US Airports
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector's *PLANEPASS®* Payment Portal: https://payment.planepass.com

II. **Billing Concerns & Account Management with Activity Details**:

Vector's *PLANEPASS®* Payment Portal (https://payment.planepass.com)* allows aircraft operators to:

1) Make credit card payments
2) Update account information including email and postal mail addresses
3) View airport fee structures, Authorization to Bill letters, and W9s
4) Enroll in electronic invoicing
5) View account history
6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

III. **Landing fees:** Landing fees for Airport OMN are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office staff at [*insert email*] and [*phone number*]. You may contact Vector's *PLANEPASS®* billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

Sincerely,

SAMPLE

[*insert personalized signature – this should be your unique personalized signature like this one:*]



CHANGE ORDER

REQUESTED BY (CLIENT):

Client Name: _____
Address: _____
_____
Requestor Name: _____
Requestor Phone: _____
Requestor Email: _____
Change Order No. _____
Date of Request: _____

CONTRACTOR:

Contractor Name: Vector Airport Systems, LLC.
Address: 280 Sunset Park Dr
Herndon, VA 20170
Contractor Phone: (703) 817-7777
Contractor Email: officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:

THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.

Change Orders must be submitted to officemanager@vector-us.com at least forty-five (45) calendar days prior to requested effective date.

AUTHORIZED REQUESTOR NAME	AUTHORIZED CONTRACTOR NAME
AUTHORIZED REQUESTOR SIGNATURE	AUTHORIZED CONTRACTOR SIGNATURE
DATE OF ACCEPTANCE	DATE OF ACCEPTANCE

SAMPLE

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 10.C

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-159
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Opioid Abatement Advisory Board Appointments		
Summary:	At the Opioid Abatement Advisory Board meeting on March 18, 2024, the advisory board approved an amendment to the interlocal agreement, and on July 21, 2024 the board approved an amendment to the bylaws. The amendments to the interlocal agreement and bylaws allows appointments of primary board members to begin on October 1st (instead of January), for a 2-year term and allows for the appointment of an alternate voting member with the same term expiration date. It is requested the City Commission discuss and appoint the primary member with the new revised appointment date of October 1st. Additionally, if the Commission elects to do so, it can approve the option of having an alternate, and then proceed with appointing an alternate member.		
Financial Impact:	None		
Citizen Impact:	It is beneficial to the citizens of Ormond Beach to have representation on the Opioid Abatement Advisory Board.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the appointment and approval of the Opioid Abatement Advisory Board appointment, option of having an alternate, and the alternate appointment as applicable.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 24-159 Opioid Abatement Funding appointment 2. Opioid-Board-UpdatedBylaws-Approved-6-21-24-signed		

Approval:	Kelly McGuire, Finance Director	9/6/2024
	Claire Whitley/Shawn Finley, Assistant City Manager	9/6/2024
	Joyce Shanahan, City Manager	9/12/2024

RESOLUTION NO. 2024-159

A RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER TO SERVE ON THE OPIOID ABATEMENT FUNDING ADVISORY BOARD; ESTABLISHING TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. _____ is hereby appointed to serve as a member of the Opioid Abatement Funding Advisory Board.

SECTION TWO. _____ is hereby appointed to serve as an alternate member of the Opioid Abatement Funding Advisory Board.

SECTION TWO. The said appointees shall serve a two (2) year term beginning October 1, 2024 and shall receive no compensation for such service.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BYLAWS
OPIOID ABATEMENT FUNDING ADVISORY BOARD
"ADIVSORY BOARD"

Adopted: February 24, 2023
Revised: _____

ARTICLE I. NAME.

The name of this organization shall be the Opioid Abatement Funding Advisory Board ("Advisory Board").

ARTICLE II. AUTHORITY AND PURPOSE.

SECTION 2.01. AUTHORITY.

The Advisory Board was established by the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds ("Agreement") as entered into on January 26, 2022, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Orange City, the City of Ormond Beach, the Town of Ponce-Inlet, and the City of Port Orange, hereinafter referred to as the "Cities."

SECTION 2.02. PURPOSE.

The purpose of the Advisory Board is to assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds and the purposes for which Regional funds may be used. The Advisory Board will continue to provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs consistent with the State Memorandum of Understanding and Interlocal Agreement.

1. The Advisory Board shall establish an annual process which must include the following:

   a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programing.

   b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.

c. The Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.

d. The Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List, "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.

e. Final Review recommendations will be approved by the Advisory Board, who shall present recommendations to the County Council for approval.

f. The Advisory Board shall recommend, and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

SECTION 2.02. ADMINISTRATIVE COSTS.

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

SECTION 2.03 INDEMNIFICAITON.

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statues. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

ARTICLE III. MEMBERSHIP.

SECTION 3.01 COMPOSITION.

The Advisory Board members shall be comprised of members who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Orange City;
11. One member appointed by the City of Ormond Beach;
12. One member appointed by the Town of Ponce Inlet;
13. One member appointed by the City of Port Orange;
14. One member appointed by the Volusia County Council.

Members are appointed for two-year terms beginning October 1, 2024 and every two years thereafter. The County and each City may also appoint an alternate member, who may participate in the same manner as a primary appointed member in the event that member is absent from a noticed public hearing The alternate member is subject to the same duties and responsibilities, including subject to the Sunshine Law and Open Records requirements, as the appointed member. The composition of the Advisory Board shall also accord with rules and guidance of the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds ("Agreement") and the State Memorandum of Understanding ("MOU") and in the event of any conflict between these Bylaws and the Agreement and MOU, the Agreement and MOU shall take precedence and these Bylaws shall be promptly amended.

SECTION 3.02 OFFICERS

At the first meeting of the Advisory Board in any fiscal year, the Advisory Board shall elect from their own membership a Chairperson and a Vice-Chairperson. The Chairperson shall preside over meetings of the Advisory Board and shall forward applicable actions taken by the Advisory Board to the Volusia County Council for whatever action the Advisory Board deems appropriate. In absence of the Chairman or in the event of his or her inability to act, the Vice-Chairman shall exercise all powers and duties of the Chairman. The terms of office for all officers shall begin upon election and terminate at the time successors are elected at first meeting of a new fiscal year. Any officer may be re-elected for the same office and may serve consecutive terms as, if so elected. A vacancy in any office may be filled by the Advisory Board at any regular meeting.

ARTICLE IV. FUNCTIONS AND RESPONSIBILITIES.

The Advisory Board shall act, at all times, in accordance with the Interlocal Agreement Governing Use of Volusia County Regional Opioid Settlement Funds as entered into on January 26, 2022, and shall have those power, duties, functions, and responsibilities set forth therein.

The Advisory Board shall, without limitation, further the goals in the Opioid Abatement Funding Advisory Board Priority List, as reflected in Schedules A and B in the Interlocal Agreement and generally, but not limited to:

(a) Assist in the distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional Funds and the purposes for which Regional Funds may be used.

(b) Provide local governments with relevant information on the opioid national crisis as well as information and analysis on the nature, extent and problems in Volusia County and on opioid-related programs

(c) Combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids.

(d) Provide or contract to provide substance abuse, prevention, recovery, and/or treatment services to citizens in Volusia County.

(e) Enhance or supplement any current programs and policies for the abatement of opioid, including but not limited to: carrying Narcan by law enforcement officers, first responders, and corrections officers.

(f) Provide pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system.

(g) Use data driven abatement programs based upon community impacts without regard to governmental jurisdictional boundaries.

(h) Review and consider data provided by the Opioid Task Force.

ARTICLE V. MEETINGS.

SECTION 5.01. SCHEDULE.

The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum. Not less than three (3) days notice shall be given for all regular meetings and not less than forty-eight (48) hours' notice shall be given for all special meetings of the Advisory Board. Meetings shall be accessible, noticed, and open to the public in accordance with Florida law.

SECTION 5.02. NOTICE.

Except as otherwise stated herein, meetings of the Advisory Board shall be noticed to the public in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council are noticed. All meetings shall be open to the public and news media. Advisory Board members shall not discuss matters with each other outside of a public meeting that are related to their duties and functions as members of the board, all in accordance with Section 286.011, Florida Statute.

SECTION 5.03. QUORUM.

A majority of the members of the Advisory Board shall constitute a quorum for the transaction of any business at any meeting of the Advisory Board.

SECTION 5.04. VOTING.

Each member of the Advisory Board will have an equal vote, assuming a quorum is present. Except as otherwise stated in these Bylaws, an affirmative vote on an issue or decision is by a simple majority of the voting members in attendance at any Advisory Board meeting. So long as there is a quorum physically present, the present members may allow a member to participate and vote by teleconferencing or other technological means if in their good judgement that member is unable to attend due to extraordinary circumstances.

SECTION 5.05. MINUTES.

Minutes shall be kept in accordance with County of Volusia procedures and in substantially the same manner as meetings of the Volusia County Council.

SECTION 5.06. PROCEDURE.

Except as otherwise provided in these Bylaws, Roberts Rules of Order latest edition shall be followed at all meetings.

ARTICLE VI. REVISION OF BYLAWS.

The Advisory Board shall review these Bylaws from time to time and update them as needed. The Bylaws may be revised by an affirmative vote of at least two-thirds of the Advisory Board members present at a regular or special meeting of the Advisory Board, provided that a copy of the proposed revisions are furnished to every member of the Advisory Board no fewer than three (3) business days prior to the meeting at which a vote to revise is taken. For the purposes of these Bylaws, the term "business day" means any weekday (to exclude Saturday and Sunday) that is not designated as a work holiday by the County of Volusia.

ARTICLE VII. GOVERNING LAWS.

The laws of the State of Florida shall govern the bylaws.

Bill Partington Vice Chair
for Danny Robins, Chair

Attest: Alex Fox - Special Projects Coordinator
County of Volusia
Michael Fox

City of Ormond Beach
AGENDA ITEM

September 18, 2024 - City Commission

Number: 10.D

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-160
Strategic Goal:	Governance		
Department:	Finance		
Subject:	Intent to Award RFP 2024-29 Property, Liability and Workers' Compensation Insurance		
Summary:	On August 15th, the Insurance Program Committee met to review the responses received in conjunction with RFP 2024-29 Property, Liability and Workers' Compensation Insurance. The scope of service solicited proposals for coverages and with coverage limits comparable to the City's current coverages. Responses were received from Brown & Brown and Foundation Risk Partners which met the outlined scope of service and were thus evaluated by the committee. Foundation Risk Partners also offered an alternative quote for a named storm limit of $35 million. The City's current coverage for a named storm has no subllimit. Therefore, the alternative quote was not and cannot be considered as this option falls well outside the scope of service. Brown & Brown and Foundation Risk Partners were both given an opportunity to review their respective proposals with the committee, after which the committee discussed the merits of each proposal and formulated a recommendation. As outlined in the RFP, the committee considered two criteria which were each given equal weighting. Qualifications and the completeness of each proposal was reviewed first and factors considered included the qualification of the firms, financial stability of the underlying insurance trust and number of lines of coverage quoted. After discussion, the committee agreed both firms were highly qualified, the underlying insurance trusts being proposed were stable and fiscally sound and the necessary lines of coverage had been quoted. As such, the committee deemed both proposals equal in terms of qualifications. The committee then reviewed the premiums offered. Brown & Brown submitted a proposal for all current lines of coverage, noting premiums from the National Insurance Flood Program (NIFP) were unavailable until late August and would be updated at that time. Brown & Brown's		

	premiums totaled $1,502,513.70 excluding the NIFP. Foundation Risk Partners' proposed premiums were $1,652,644, did not include the NIFP costs and excluded a direct quote for Special Event coverage (TULIP), Drone Liability, Active Shooter Liability and AD&D for Police/Firefighters and AD&D-Volunteers. The committee unanimously agreed to recommend award to Brown & Brown for a one-year term effective October 1, 2024 - September 30, 2025. The award amount which includes an update for the NIFP is $1,522,930.70.
Financial Impact:	Funding for the FY 2024-2025 insurance premiums has been included in the budgets of Fund 502-Workers' Compensation Fund and Fund 504-General Liability Fund.
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The Insurance Program Committee recommends award to Brown & Brown for insurance coverage effective October 1, 2024 for a one year period.
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226
Attachments:	1. 24-160 PCL&WC INSURANCE (P24-0174G) 2. Brown & Brown Summary 3. Foundation Risk Partners Summary 4. RFP No 2024-29 Property Liability Workers Compensation Insurance - Brown and Brown 5. Forms
Approval:	Kelly McGuire, Finance Director 9/11/2024 Claire Whitley/Shawn Finley, Assistant City Manager 9/12/2024 Joyce Shanahan, City Manager 9/12/2024

RESOLUTION NO. 2024-160

A RESOLUTION ACCEPTING A PROPOSAL FROM BROWN & BROWN INSURANCE SERVICES, INC., FOR THE PROVISION OF PROPERTY, LIABILITY AND WORKERS' COMPENSATION INSURANCE FOR VARIOUS LINES OF INSURANCE COVERAGE THROUGH VARIOUS INSURANCE CARRIERS, INCLUDING PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE, EXCESS WORKERS' COMPENSATION, CRIME, ACCIDENTAL DEATH AND DISMEMBERMENT (POLICE OFFICERS AND FIREFIGHTERS), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD, POLLUTION, PROFESSIONAL LIABILITY (EMT'S AND PARAMEDICS), GENERAL LIABILITY (INCLUDING LAW ENFORCEMENT LIABILITY), TENANT AND USERS LIABILITY (TULIP) (SPECIAL EVENTS), CYBER LIABILITY, AND ACTIVE SHOOTER LIABILITY INSURANCE; AUTHORIZING THE EXECUTION OF DOCUMENTS RELATIVE THERETO; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's current Property, Liability and Workers' Compensation insurance coverages will expire on September 30, 2024; and

WHEREAS, the City solicited proposals through the issuance of RFP 2024-29 for the renewal of the existing insurance coverages, comparable to the City's current lines of coverage and current coverage limits; and

WHEREAS, RFP 2024-29 provides that preference in the evaluation process shall be provided to proposals received that provide all or substantially all of the current lines of coverage and coverage limits at the best overall cost to the City, based upon:

(a) Completeness of the proposals received, specifically the amount and breadth of coverage, the extent of restrictions or exclusions, the number of lines of

coverages, and the financial stability of the insurer. This evaluation factor comprises fifty percent (50%) of the selection criteria; and

(b) Cost to the City, an evaluation factor that comprises fifty percent (50%) of the selection criteria; and

WHEREAS, section 2-300(b)(7) of the Ormond Beach *Code of Ordinances* provides that the award of a contract shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals; and that no other factors or criteria shall be used in the evaluation; and

WHEREAS, the City received two proposals to RFP 2024-29, one from Brown & Brown Insurances Services, Inc. ("Brown & Brown") and the other from Foundation Risk Partners Public Entity Services ("Foundation Risk Partners"); and

WHEREAS, on or about August 15, 2024, the City's Insurance Program Committee met at a duly advertised public meeting to evaluate the proposals received; and

WHEREAS, the Insurance Program Committee determined that Foundation Risk Partners and Brown & Brown were both financially stable companies and were equal in qualifications to respond to RFP 2024-29; and

WHEREAS, the Insurance Program Committee determined that Brown & Brown's proposal, at a cost of $1,502,513.70, was comparable to the City's current insurance coverage in that Brown & Brown's proposal provided coverage for all lines of coverage and coverage amounts to that of the City's current insurance coverage and coverage amounts, noting that the premiums

from the National Insurance Flood Program (NIFP) would not be available until late August and would be updated at that time. Section 2-300(b)(6) of the Ormond Beach *Code of Ordinances* authorizes the City's staff to conduct discussions with responsible offerors, after the submission of a proposal and prior to the award of a contract, for the purpose of ensuring a full understanding of and conformance to the RFP requirements, and to revise a proposal for the purpose of obtaining the best and final proposal. The cost provided by Brown & Brown for the National Insurance Flood Program (NIFP) is $20,417.00, which results in a final best proposal of $1,522,930.70; and

WHEREAS, the Insurance Program Committee determined that Foundation Risk Partners' proposal, at a cost of $1,652,644.00, excluded quotes for special event coverage (TULIP), drone liability, active shooter liability, and accidental death and dismemberment (ADD&D) for police and fire, and that the proposal did not include National Insurance Flood Program (NIFP). The proposal submitted by Foundation Risk Partners is approximately $129,713.30 more than the proposal submitted by Brown & Brown, and does not provide quotes on all lines of coverage to that of the City's current coverage; and

WHEREAS, Foundation Risk Partners also provided a second-alternative proposal for a named storm limit of $35,000,000.00; however, the City's current named storm coverage does not have a sublimit and the second-alternative proposal is not consistent with the City's current named storm coverage. The second-alternative proposal is neither authorized by, nor consistent with, RFP 2024-29 and is well outside the scope of coverage that is solicited by the RFP. Section 2-300(b)(7) of the Ormond Beach Code of Ordinances prohibits the consideration of evaluation factors or criteria that are outside the scope of the RFP; and

WHEREAS, based on the foregoing, the Insurance Program Committee determined the proposal submitted by Brown & Brown Insurance Services, Inc., for the provision of insurance coverage to be placed with various insurance carriers listed herein for **$1,522,930.70** to be the best and most advantageous proposal for the City, to include but not necessarily limited to Property, Inland Marine, Auto Physical Damage, Excess Workers' Compensation, Crime, Accidental Death and Dismemberment (Police Officers and Firefighters), NFIP Flood, Pollution, Professional Liability (EMT's and Paramedics), General Liability (including Law Enforcement Liability, Tenant and Users Liability (TULIP) (special events) insurance coverage, Cyber Liability, and Active Shooter Liability insurance, to be effective on October 1, 2024 through September 30, 2025; and

WHEREAS, the City Commission concurs with the determination and recommendation of the Insurance Program Committee; and

WHEREAS, the City Manager has confirmed that sufficient funds have been set aside and are available in Fund 504-General Insurance Fund and Fund 502-Workers Compensation Fund for FY 2024-2025 to defray the cost of the required premiums for the aforementioned policies of insurance; now therefore,

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

SECTION ONE. The foregoing "Whereas" recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The City Commission finds and accepts the proposal of Brown & Brown to be the best and most advantageous proposal for the City for the provision of various lines of insurance coverage including but not necessarily limited to Property, Inland Marine, Auto Physical Damage, Excess Workers' Compensation, Crime, Accidental Death and Dismemberment (Police Officers and Firefighters), NFIP Flood, Pollution, Professional Liability (EMT's and Paramedics), General Liability (including Law Enforcement Liability, Tenant and Users Liability (TULIP) (special events) insurance coverage, Cyber Liability, and Active Shooter Liability insurance coverage; and authorizes the execution of all documents necessary to effectuate said insurance coverages for a one-year period beginning on October 1, 2024 and ending on September 30, 2025, in consideration of the payment by the City of an annual total premium that shall not exceed **$1,522,930.70**.

SECTION THREE. The Mayor, City Manager, and City Attorney, and their designees, are hereby authorized and directed to execute any and all necessary and appropriate contracts and related documents to effectuate the provision of said insurance coverage with the various insurance carriers for the stated premium; and the Finance Director is authorized and directed to issue payment from Fund 504-General Insurance Fund and Fund 502-Workers' Compensation Fund in an amount not-to-exceed **$1,522,930.70**, as may be required by the terms and conditions of the aforesaid insurance coverage. Said policies, contracts and related documents are to be in a form that shall be reviewed and approved by the City Attorney prior to execution.

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

APPROVED AND AUTHENTICATED this 18th day of September, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

Summary of Coverage Form

Name of Proposer: Brown & Brown Insurance Services, Inc.

Type of Coverage	Proposal Provided Yes/No	Carrier	NAIC	Limits on Coverage	Deductibles	Premiums
Property, Equipment Breakdown & Excess Flood	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Property Building & Contents: Blanket Replacement Cost Value - $160,282,415 Boiler & Machinery - $100,000,000 Scheduled Inland Marine - $2,583,851 Blanket Unscheduled Inland Marine $2,766,589 (Subject to $25,000 Any One Item) Flood (Excess of NFIP) - $5,000,000	Buildings & Contents: 5% Named Storm Per Occurrence $25,000 All Other Perils Boiler & Machinery - $25,000 Per Occurrence Scheduled Inland Marine - $25,000 Per Item Unscheduled Inland Marine - $25,000 Per Item Flood (Except Zones A&V Excess of NFIP Whether Purchased or Not) - $25,000 Per Flood	$1,007,810.00
Auto Physical Damage	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Actual Cash Value or Cost of Repair Per Schedule Reflecting 226 Units with Total Values of $10,287,910	$25,000 Deductible Per Unit	$16,860.00
Workers' Compensation	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Part I Workers Compensation Limit: Statutory Part II Employers Liability Limit: Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease $1,000,000 Aggregate	$350,000 Self Insured Retention	$135,411.00
General Liability, EPL & Public Officials	Yes	Illinois Union Insurance Company	27960	General Liability Coverage A: $2,000,000 Each Occurrence Limit / $2,000,000 Aggregate Limit Coverage C: Public Officials & EPL $2,000,000 Each Occurrence Limit / $2,000,000 Aggregate Limit	$200,000 Retained Limit	$233,600.00
Crime	Yes	Travelers Casualty and Surety Company of America	31194	$500,000 Employee Theft $500,000 Forgery / Alteration $500,000 Computer Fraud $500,000 Funds Transfer Fraud $5,000 Claims Expense $100,000 Telecommunicaions Fraud $100,000 Social Engineering Fraud	$10,000 Employee Theft $10,000 Forgery / Alteration $10,000 Computer Fraud $10,000 Funds Transfer Fraud NIL - Claims Expense $10,000 Telecommunicaions Fraud $10,000 Social Engineering Fraud	$3,072.70
Cyber Liability	Yes	Lloyd's of London	15792	$1,0000,000 Cyber Incident Response (Insuring Clause 1) $250,000 Cyber Crime (Insuring Clause 2) $1,000,000 System Damage & Business Interruption (Insuring Clause 3) $1,000,000 Network Security & Privacy Liability (Insuring Clause 4) $1,000,000 Media Liability (Insuring Clause 5) $100,000 Court Attendance Cost (Insuring Clause 7)	$25,000 Insuring Clause 1 $25,000 Insuring Clause 2 $25,000 Insuring Clause 3 $25,000 Insuring Clause 4 $25,000 Insuring Clause 5 No Deducible for Insuring Clause 7	$26,800.00
Professional Liability-EMT/Paramedic	Yes	Evanston Insurance Company	35378	$1,000,000 Each Claim $3,000,000 Annual Aggregate	$5,000 Deductible Per Claim	$26,098.00

TULIP	Yes	Scottsdale Insurance Company	41297	$1,000,000 Per Occurrance $1,000,000 Personal and Advertising Injury $100,000 Damages to Premises Rented to You $5,000 Medical Expense (Any One Person) $2,000,000 Products & Completed Operations Aggregate $2,000,000 General Aggregate	$250 Per Claimant	$10,100.00
Drone Liability	Yes	American Alternative Ins. Corp American Commerce Ins. Co National Indemnity Comp. of the South Tokio Marine America Ins. Co	19720 19941 42137 10945	$1,000,000 Bodily Injury & Property Damage Liability Operation of UAS you rent/lease/borrow for periods less than 30 Days UAS operated on your behalf by others Hull Physical Damage - Total Values Per Schedule $27,000	No Deductible for Liability Claims 10% of Hull's Value Per Schedule	$2,839.00
Active Shooter Liability	Yes	Hiscox / Lloyds of London Syndicate	10200	$1,000,000 Each Ocurrence $1,000,000 Annual Aggregate	$10,000 Deductible	$12,310.00
AD&D-Police Officers/Firefighters	Yes	ACE American Insurance Company	22667	Line of Duty Coverage - $75,000 Fresh Pursuit Coverage - $150,000 Unlawful and Intentional Death & Dismemberment Coverage - $225,000 Time Period for Loss From Date of Covered Accident - 365 Days	NIL	$4,703.00
Flood Insurance		**Quotes for Flood Coverage Are Not Release by NFIP Program Administrators Until 55 Days From The Renewal Effective Date**				
Pollution/Storage Tank	Coverage Currently in Effect 4/29/2024 - 4/29/2025	Crum & Forster Specialty Insurance Company	44520	Policy Aggregate Limit - $2,000,000 Each Confirmed Release: $1,000,000 Defense Expense Aggregate Limit: $1,000,000	$5,000 Deductible for AST Tanks $50,000 Deductible for UST Tanks	$8,294.00
AD&D-Volunteers	Coverage Currently in Effect 7/01/2024 - 7/01/2025	QBE Insurance Corporation	39217	Maximum Benefits for any One Covered Accident - $50,000 Benefit Period for any One Covered Accident - 52 Weeks	NIL	$368.80
Brown & Brown Consulting Fee	Yes					$22,410.00

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	2023 Expiring:	2024 Renewal:
Property Values	$160,503,115	$160,282,415
Inland Marine Values	$4,861,341	$5,350,440
Vehicle Values	$10,287,910	$11,196,560
Vehicle Count	226	245
Payroll - Police & Fire	$9,878,331	$11,111,955
Payroll - All Other	$14,516,755	$14,652,451
Staff: Full Time / Part Time	358 / 37	346 / 37
Statement of Net Position of Previous Year	$214,357,000	$210,909,000

Premiums:	2023 Expiring:	2024 Renewal:
Package: Property, Boiler, Excess Flood	$ 1,292,238.00	$ 978,056.00
Package: Inland Marine (EDP, Equipment)	$ 32,014.00	$ 29,754.00
Package: Auto Physical Damage	$ 16,932.00	$ 16,860.00
Package: Workers' Compensation - $350K SIR	$ 138,860.00	$ 135,411.00
Package Sub-total	**$ 1,480,044.00**	**$ 1,160,081.00**
Government Crime, ERISA (1st yr of 3yr Pol)	$ 3,225.00	$ 3,064.00
Fees / Surcharges / Taxes	N/A	$ 8.70
Excess Liability: GL, EBL, POL, EPLI - $200K SIR	$ 200,240.00	$ 224,000.00
Terrorism	$ 8,510.00	$ 9,565.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
AD&D w/OUT Temporary Total Disability	$ 4,309.00	$ 4,703.00
Fees / Surcharges / Taxes	N/A	N/A
Professional Liability - EMTs & Paramedics	$ 25,314.00	$ 25,948.00
Fees / Surcharges / Taxes	$ 150.00	$ 150.00
TULIP Reporting Form / Deposit Premium	$ 10,000.00	$ 10,000.00
Terrorism	$ 500.00	$ 500.00
Fees / Surcharges / Taxes	$ 100.00	$ 100.00
Cyber Liability - CFC (Incumbent)	$ 26,300.00	$ 26,300.00
Fees / Surcharges / Taxes	$ 500.00	$ 500.00
Active Shooter Liability	$ 11,691.00	$ 12,275.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
Drone Coverage	$ 2,240.00	$ 2,811.00
Fees / Surcharges / Taxes	$ 38.00	$ 28.00
NFIP Flood	**2023 Expiring**	**2024 Renewal**
22 South Beach Street	$ 5,606.00	Pending
25 Riverside Drive	$ 4,936.00	Pending
364 South Atlantic Avenue	$ 3,861.00	Pending
500 North Orchard Street #400	$ 3,087.00	Pending
Monoline Coverages Sub-total	**$ 310,677.00**	**$ 320,022.70**
Consulting Fee	***$ 22,410.00***	***$ 22,410.00***
Total Premium	**$ 1,813,131.00**	**$ 1,502,513.70**

PGIT vs. FMIT Coverage Comparison

City of Ormond Beach	2023-2024 PGIT Premium			2024-2025 Proposed FMIT Premium through FRP Public Entity Services		
LINE OF COVERAGE	LIMIT	Deduct/SIR	Premium	LIMIT	Deduct/SIR	Premium
Property: (Replacement Cost, Special Form)	Yes			Yes		
Preferred Governmental Ins Trust				Florida Municipal Insurance Trust		
Blanket Buildings & Contents	$ 160,503,115	$ 25,000	$ 1,292,238	$ 160,282,415	$ 25,000	$ 1,313,861
Equipment Breakdown	$ 100,000,000	$ 25,000		$ 100,000,000	$ 25,000	
Excess Flood	$ 5,000,000	$25,000/Excess of NFIP except for A&V		$ 5,000,000	$25,000/Excess of NFIP except for A&V	
Earth Movement	Excluded			Not Quoted		
TRIA/Terrorism	$ 5,000,000	$ 25,000		$ 5,000,000	$ 25,000	
Named Windstorm	$ 160,503,115	5% - Subject to a minimum loss of $35,000		160,282,415	**5%-No Minimum Loss Requirement**	
Accounts Receivable	$ 500,000	$ 25,000		$ 500,000	$ 25,000	
Additional Expense	$ 1,000,000	$ 25,000		$ 1,000,000	$ 25,000	
Business Income	$ 500,000	$ 25,000		$ 500,000	$ 25,000	
Errors & Omissions	$ 250,000	$ 25,000		$ 250,000	$ 25,000	
Demolition & Increased Cost of Const.	$ 500,000	$ 25,000		**Location limit +25% of loss**	$ 25,000	
Inland Marine:						
Scheduled Inland Marine	$ 2,094,752	$ 25,000	$ 32,014	$ 2,245,830	**$ 5,000**	Inc in Property
Mobile Equipment	Included in Blanket Limit			Included in Blanket Limit		
Electronic Data Processing	Included in Blanket Limit			Included in Blanket Limit		
Emergency Services Portable Equip	Included in Blanket Limit			Included in Blanket Limit		
Fine Arts	Included in Blanket Limit			Included in Blanket Limit		
Other Inland Marine	Included in Blanket Limit			Included in Blanket Limit		
Rented Borrowed Leased Equipment	Included in Blanket Limit			Included in Blanket Limit		
Valuable Papers	Included in Blanket Limit			Included in Blanket Limit		
Watercraft	N/A			N/A		
Unscheduled Blanket Inland Marine	$ 2,766,589	$ 25,000		$ 1,000,000	**$ 500**	
Blanket Max Per Item Limit	$ 25,000			$ 25,000		
		Sub-Total	**$1,324,252**		**Sub-Total**	**$1,313,861**
Crime:						
Travelers				Florida Municipal Insurance Trust		
Employee Dishonesty	$ 500,000	$ 10,000		$ 500,000	**$ 1,000**	Inc in Property
Theft, Disappearance & Destruction In/Out	$ 500,000	$ 10,000		$ 500,000	**$ 1,000**	
Computer Fraud including Funds Transfer	$ 500,000	$ 10,000		$ 500,000	**$ 1,000**	
Forgery/Alterations	$ 500,000	$ 10,000		$ 500,000	**$ 1,000**	
		Sub-Total	**$3,225**		**Sub-Total**	**$0**

General Liability, Public Officials, EPLI:						
Chubb Insurance				Florida Municipal Insurance Trust		
Defense costs erode limits of liability?	Yes			No		
General Liability	$ 2,000,000	$200,000 SIR	$ 208,750	$ 2,000,000	$200,000 SIR	$ 39,474
Aggregate	$ 2,000,000			Unlimited		
Bert Harriss/Inverse Condemnation Limit	Excluded			$ 300,000	$ 200,000	
Public Officials Liability	$ 2,000,000	$200,000 SIR	included	$ 2,000,000	$200,000 SIR	$ 75,267
Aggregate	$ 2,000,000			Unlimited		
Form	Claims Made			Occurrence		
Employment Practices Liability	$ 2,000,000	$200,000 SIR	included	$ 2,000,000	$200,000 SIR	included
Aggregate						
Form	Claims Made			Occurrence		
Employee Benefits	$ 2,000,000	$200,000 SIR	included	$ 2,000,000	$200,000 SIR	included
EMT/Paramedics Liability	$ 1,000,000	$ 5,000	$ 24,464	Limit included in GL	$200,000 SIR	included
Law Enforcement Liability	Limit included in GL	$200,000 SIR	included	$ 2,000,000	$200,000 SIR	$ 31,207
		Sub-Total	**$233,214**		**Sub-Total**	**$145,948**
Automobile:						
Preferred Governmental Ins Trust				Florida Municipal Insurance Trust		
Auto Liability	Not Offered			See quote option if desired		
Uninsured Motorist	Not Offered			Not Offered		
Comprehensive/Collision (Physical Damage)	Sym. 2, 8	$ 25,000	$ 13,042	Sym. 2, 8	$ 25,000	$ 16,764
# of rated auto units	226			248		
Auto Physical Damage Limit	$ 10,287,910			**$ 11,212,795**		
Hired Physical Damage	$ 35,000	$ 25,000	Inc	$ 50,000	$ 25,000	
Medical Payments	Not Offered			Not Offered		
		Sub-Total	**$15,478**		**Sub-Total**	**$16,764**
Cyber Liability	$ 1,000,000	$ 25,000	$ 26,800	$ 2,000,000	*$ 35,000*	$ 10,000
		Sub-Total	**$26,800**		**Sub-Total**	**$ 10,000**
Workers' Compensation:						
Self Insured Retention	$ 350,000			$ 350,000.00		
Payroll	23/24 Payroll: $24,395,086			24/25 Payroll: **$25,764,406**		
Experience Mod	Experience Mod: 1.47 (as of 10/1/2023)			Experience Mod: 1.04 (as of 10/1/2024)		
Workers' Compensation	Statutory			Statutory		
Employers Liability	$1m/$1m/$1m			$1m/$1m/$1m		
		Sub-Total	**$138,860**		**Sub-Total**	**$111,071**
Ancillary Lines						
AD&D (officers/Firefighters), Flood, Pollution, AD&D (Volunteers)				Not quoted, if FMIT quote selected, FRP will assume current policy via AOR.		
Total Premium			**$1,741,829**			**$1,597,644**
Fee/Commission			**$25,000**		Service Fee	**$55,000**
TOTAL COST			**$1,766,829**			**$1,652,644**

Exhibit P – Summary of Coverage Form

Name of Proposer: Foundation Risk Partners Public Entity Services

Type of Coverage	Proposal Provided Yes/No	Carrier	NAIC	Limits on Coverage	Deductibles	Premiums
Property	Yes	FMIT	03683	$160,282,415	$25,000/5%	$1,313,861
Workers' Compensation	Yes	FMIT	03683	$1,000,000	$350,000	$111,071
General Liability, EPL & Public Officials	Yes	FMIT	03683	$2,000,000	$200,000	$145,948
Crime-Employee theft, forgery	Yes	FMIT	03683	$500,000	1K/10K	Included
Cyber Liability	Yes	FMIT/Beazley	03683 | 54778	$2,000,000	$35,000	$10,000
Professional Liability-EMT/Paramedic	Yes	FMIT	03683	$2,000,000	$200,000	Included in GL
TULIP	No	If awarded: BOR & Market				
Drone Liability	No	If awarded: BOR & Market				
Active Shooter Liability	No	If awarded: BOR & Market				
AD&D-Police Officers/Firefighters	No	If awarded: BOR & Market				
Flood Insurance	No	If awarded: BOR & Market				
Pollution/Storage Tank	No	If awarded: BOR & Market				
AD&D-Volunteers	No	If awarded: BOR & Market				

Wind Deductilbe & Limit Options:

	Limit	Named Storm Deductible	Annual Premium	Check Option Accepted Rejected
Property - (includes wind coverage for Piers, Wharves & Docks structures)				
Option 1	$160,282,415	5%	$1,313,861	O O
Option 2	$160,282,415	7.5%	$983,692	O O
Option 3	$160,282,415	10%	$857,871	O O
Property - Sublimit (excludes wind coverage for Piers, Wharves & Docks structures)				
Option 4	$35,000,000	5%	$1,092,137	O O
Option 5	$35,000,000	7.5%	$934,302	O O
Option 6	$35,000,000	10%	$811,246	O O

City of Ormond Beach
RFP No. 2024-29
Property, Liability & Workers' Compensation Insurance

Brown & Brown Insurance Services, Inc.
(formerly known as Brown & Brown of FL, Inc.)

Steve Farmer
Executive Vice President
&
Don Sciotto, ARM
Senior Vice President

300 N Beach Street Daytona
Beach, FL 32114 Office:
(386) 252-9601
Direct: (386) 239-5575

Date of Submittal: July 16, 2024

*Proposal is valid for a period of not less than 90 days from the date of receipt

City of Ormond Beach

RFP 2024-29

Property, Liability & Workers' Compensation Insurance

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Letter of Interest

On behalf of Brown & Brown Insurance Services, Inc. (formerly known as Brown & Brown of FL, Inc.), we are pleased to submit our bid for the City of Ormond Beach Property and Casualty Insurance Program solicitation. It is our intent to demonstrate our firm's willingness and ability to meet and exceed the terms requested. Our philosophy is, and always will be, to ***exceed our clients' expectations while maintaining high professional and ethical standards.***

You will find in our response there are many compelling reasons why our company is best suited to serve the risk management needs of the City. You will also notice that our response will be different than those provided by FMIT and PRM. We are an independent, unbiased brokerage firm and represent several public entity insurance carriers. We will act as your advocate and consultant on all risk matters. Our objective is to reduce your insurance cost, reduce the City's risk exposure and optimize your risk management program. We are NOT an insurance carrier, nor do we own an insurance carrier (or Trust). Our services and methodologies are solely focused on our clients' needs and not on improving insurance carriers' outcomes. This is likely in contrast to the service and support models of other insurance providers (PRM and FMIT).



Public Sector Experience
We represent more Florida Governments than any other broker, with over 300 public entity clients. We also provide a nationwide network of public entity specialists to ensure the best governmental products and services in the country.



Homegrown Florida Company
Founded in 1939 in Daytona Beach, our company remains proudly **Florida domiciled.** Brown & Brown is the largest broker in Florida, with 60 Florida offices providing a myriad of industry support services.



Local Presence
The City's proposed service team is located in our Corporate Headquarters in Daytona Beach (300 North Beach Street, Daytona Beach, FL 32114).



The A-Team
Steve Farmer, Executive Vice President and **Daytona Beach Profit Center Leader**, will serve as Project Manager to your team of Property & Casualty service professionals.



Key Partnerships
We are proud to foster relationships with companies and industry experts in government that will bring value to the City's risk management program.

Our team delivers industry-leading programmatic results and administrative services specifically to Florida's Public Sector. The key components of our service offering include the following:

- Risk Management Program Philosophy- Short and Long-term Planning Objectives
- Risk Exposure Identification and Analysis
- Insurance Program Design, Marketing, and Placement within Budgetary objectives
- Global Market Relationships and Unfettered Market Access
- Enterprise Risk Management Consulting
- Concierge-Level Service and Administrative Support
- Claims Advocacy – Onsite Disaster Claims Coordination and Resources
- Safety & Loss Control and Claims Mitigation Strategies
- Insured Asset Schedule Management
- Communicate Legislative Impacts, Industry Trends and Market Conditions

Brown & Brown's rich corporate culture spans 85 years. From our early beginnings from a family-owned business in Daytona Beach to our current status as an international industry leader, we have remained strong and focused in Florida. We have consistently grown because we have consistently invested in our personnel and infrastructure to continuously bring more value to our customers. Brown & Brown has a long-standing history of commitment to our local communities.

Our knowledgeable, helpful staff goes **above and beyond** to ensure accurate transactions and efficient use of the City's time. Our customers agree – we encourage you to reach out to the references provided. All references to our public entity experience are limited to those provided by this office, that will serve the City, not an aggregation of national public entity business experience served by various offices and personnel that you may find with other competing agents/brokers. Our strategies have been very successful. We DO NOT STOP making improvements and recommendations on behalf of our clients. It is our goal to assess individual client goals and stay ahead of the market pulse to negotiate program improvements perpetually.

Sincerely,

Steve Farmer
Executive Vice President
(Authorized Company Officer)
Steve.Farmer@bbrown.com
(386) 239-7233 Direct Office

Don Sciotto
Sr. Vice President
(Project Manager and RFP Process Contact)
Don.Sciotto@bbrown.com
(386) 239-5755 Direct Office

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

REQUEST FOR PROPOSALS
PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Property, Liability & Workers' Compensation Insurance

RFP NUMBER: 2024-29

RFP OPENING DATE & TIME: July 9, 2024 at 2:30pm

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

PRE-SUBMITTAL MEETING DATE & TIME: June 17, 2024 10:00 a.m. City Hall Training Room at Ormond Beach City Hall

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

PROPOSER'S NAME: Brown & Brown Insurance Services, Inc.

PROPOSER'S MAILING ADDRESS: 300 North Beach Street

CITY-STATE-ZIP: Daytona Beach, Florida 32114

F.E.I.N.: 59-691921

PHONE NUMBER: 386-239-7233

EMAIL: steve.farmer@bbrown.com

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

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

X _____
AUTHORIZED SIGNATURE (MANUAL)

Steve Farmer
NAME (TYPED)

Executive Vice President
TITLE

7/16/2024

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
06/21/2024	1

Receipt of all of which is hereby acknowledged.

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

Summary of Coverage Form

Name of Proposer: Brown & Brown Insurance Services, Inc.

Type of Coverage	Proposal Provided Yes/No	Carrier	NAIC	Limits on Coverage	Deductibles	Premiums
Property, Equipment Breakdown & Excess Flood	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Property Building & Contents: Blanket Replacement Cost Value - $160,282,415 Boiler & Machinery - $100,000,000 Scheduled Inland Marine - $2,583,851 Blanket Unscheduled Inland Marine $2,766,589 (Subject to $25,000 Any One Item) Flood (Excess of NFIP) - $5,000,000	Buildings & Contents: 5% Named Storm Per Occurrence $25,000 All Other Perils Boiler & Machinery - $25,000 Per Occurrence Scheduled Inland Marine - $25,000 Per Item Unscheduled Inland Marine - $25,000 Per Item Flood (Except Zones A&V Excess of NFIP Whether Purchased or Not) - $25,000 Per Flood	$1,007,810.00
Auto Physical Damage	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Actual Cash Value or Cost of Repair Per Schedule Reflecting 226 Units with Total Values of $10,287,910	$25,000 Deductible Per Unit	$16,860.00
Workers' Compensation	Yes	Preferred Governmental Trust	NAIC Code Not Assigned	Part I Workers Compensation Limit: Statutory Part II Employers Liability Limit: Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease $1,000,000 Aggregate	$350,000 Self Insured Retention	$135,411.00
General Liability, EPL & Public Officials	Yes	Illinois Union Insurance Company	27960	General Liability Coverage A: $2,000,000 Each Occurrence Limit / $2,000,000 Aggregate Limit Coverage C: Public Officials & EPL $2,000,000 Each Occurrence Limit / $2,000,000 Aggregate Limit	$200,000 Retained Limit	$233,600.00
Crime	Yes	Travelers Casualty and Surety Company of America	31194	$500,000 Employee Theft $500,000 Forgery / Alteration $500,000 Computer Fraud $500,000 Funds Transfer Fraud $5,000 Claims Expense $100,000 Telecommunicaions Fraud $100,000 Social Engineering Fraud	$10,000 Employee Theft $10,000 Forgery / Alteration $10,000 Computer Fraud $10,000 Funds Transfer Fraud NIL - Claims Expense $10,000 Telecommunicaions Fraud $10,000 Social Engineering Fraud	$3,072.70
Cyber Liability	Yes	Lloyd's of London	15792	$1,0000,000 Cyber Incident Response (Insuring Clause 1) $250,000 Cyber Crime (Insuring Clause 2) $1,000,000 System Damage & Business Interruption (Insuring Clause 3) $1,000,000 Network Security & Privacy Liability (Insuring Clause 4) $1,000,000 Media Liability (Insuring Clause 5) $100,000 Court Attendance Cost (Insuring Clause 7)	$25,000 Insuring Clause 1 $25,000 Insuring Clause 2 $25,000 Insuring Clause 3 $25,000 Insuring Clause 4 $25,000 Insuring Clause 5 No Deducible for Insuring Clause 7	$26,800.00
Professional Liability-EMT/Paramedic	Yes	Evanston Insurance Company	35378	$1,000,000 Each Claim $3,000,000 Annual Aggregate	$5,000 Deductible Per Claim	$26,098.00

TULIP	Yes	Scottsdale Insurance Company	41297	$1,000,000 Per Occurrance $1,000,000 Personal and Advertising Injury $100,000 Damages to Premises Rented to You $5,000 Medical Expense (Any One Person) $2,000,000 Products & Completed Operations Aggregate $2,000,000 General Aggregate	$250 Per Claimant	$10,100.00
Drone Liability	Yes	American Alternative Ins. Corp American Commerce Ins. Co National Indemnity Comp. of the South Tokio Marine America Ins. Co	19720 19941 42137 10945	$1,000,000 Bodily Injury & Property Damage Liability Operation of UAS you rent/lease/borrow for periods less than 30 Days UAS operated on your behalf by others Hull Physical Damage - Total Values Per Schedule $27,000	No Deductible for Liability Claims 10% of Hull's Value Per Schedule	$2,839.00
Active Shooter Liability	Yes	Hiscox / Lloyds of London Syndicate	10200	$1,000,000 Each Ocurrence $1,000,000 Annual Aggregate	$10,000 Deductible	$12,310.00
AD&D-Police Officers/Firefighters	Yes	ACE American Insurance Company	22667	Line of Duty Coverage - $75,000 Fresh Pursuit Coverage - $150,000 Unlawful and Intentional Death & Dismemberment Coverage - $225,000 Time Period for Loss From Date of Covered Accident - 365 Days	NIL	$4,703.00
Flood Insurance		**Quotes for Flood Coverage Are Not Release by NFIP Program Administrators Until 55 Days From The Renewal Effective Date**				
Pollution/Storage Tank	Coverage Currently in Effect 4/29/2024 - 4/29/2025	Crum & Forster Specialty Insurance Company	44520	Policy Aggregate Limit - $2,000,000 Each Confirmed Release: $1,000,000 Defense Expense Aggregate Limit: $1,000,000	$5,000 Deductible for AST Tanks $50,000 Deductible for UST Tanks	$8,294.00
AD&D-Volunteers	Coverage Currently in Effect 7/01/2024 - 7/01/2025	QBE Insurance Corporation	39217	Maximum Benefits for any One Covered Accident - $50,000 Benefit Period for any One Covered Accident - 52 Weeks	NIL	$368.80
Brown & Brown Consulting Fee	Yes					$22,410.00

CITY OF ORMOND BEACH

INSURANCE PROPOSAL

RFP No. 2024-29

Effective: 10/01/2024 – 10/01/2025

Presented By:

Steve Farmer
Executive Vice President



300 North Beach Street, Daytona Beach, FL 32114

This summary contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control

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* ***All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.***

CLIENT SERVICE TEAM

PRODUCER / CONSULTANT	Steve Farmer Executive Vice President Profit Center Leader
Email	Steve.Farmer@bbrown.com
Phone	(386) 239-7233
PRODUCER	Don Sciotto Senior Vice President Profit Center Leader
Email	Don.sciotto@bbrown.com
Phone	(386) 239-7233
ACCOUNT MANAGER / TEAM LEADER	Patty Heiskell, AAI
Email	Patty.Heiskell@bbrown.com
Phone	(386) 239-8834
CLAIMS ANALYST	Felisha Reynolds, CPSR
Email	Felisha.Reynolds@bbrown.com
Phone	(386) 239-7209
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	2023 Expiring:	2024 Renewal:
Property Values	$160,503,115	$160,282,415
Inland Marine Values	$4,861,341	$5,350,440
Vehicle Values	$10,287,910	$11,196,560
Vehicle Count	226	245
Payroll - Police & Fire	$9,878,331	$11,111,955
Payroll - All Other	$14,516,755	$14,652,451
Staff: Full Time / Part Time	358 / 37	346 / 37
Statement of Net Position of Previous Year	$214,357,000	$210,909,000

Premiums:	2023 Expiring:	2024 Renewal:
Package: Property, Boiler, Excess Flood	$ 1,292,238.00	$ 978,056.00
Package: Inland Marine (EDP, Equipment)	$ 32,014.00	$ 29,754.00
Package: Auto Physical Damage	$ 16,932.00	$ 16,860.00
Package: Workers' Compensation - $350K SIR	$ 138,860.00	$ 135,411.00
Package Sub-total	**$ 1,480,044.00**	**$ 1,160,081.00**
Government Crime, ERISA (1st yr of 3yr Pol)	$ 3,225.00	$ 3,064.00
Fees / Surcharges / Taxes	N/A	$ 8.70
Excess Liability: GL, EBL, POL, EPLI - $200K SIR	$ 200,240.00	$ 224,000.00
Terrorism	$ 8,510.00	$ 9,565.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
AD&D w/OUT Temporary Total Disability	$ 4,309.00	$ 4,703.00
Fees / Surcharges / Taxes	N/A	N/A
Professional Liability - EMTs & Paramedics	$ 25,314.00	$ 25,948.00
Fees / Surcharges / Taxes	$ 150.00	$ 150.00
TULIP Reporting Form / Deposit Premium	$ 10,000.00	$ 10,000.00
Terrorism	$ 500.00	$ 500.00
Fees / Surcharges / Taxes	$ 100.00	$ 100.00
Cyber Liability - CFC (Incumbent)	$ 26,300.00	$ 26,300.00
Fees / Surcharges / Taxes	$ 500.00	$ 500.00
Active Shooter Liability	$ 11,691.00	$ 12,275.00
Fees / Surcharges / Taxes	$ 35.00	$ 35.00
Drone Coverage	$ 2,240.00	$ 2,811.00
Fees / Surcharges / Taxes	$ 38.00	$ 28.00
NFIP Flood	**2023 Expiring**	**2024 Renewal**
22 South Beach Street	$ 5,606.00	Pending
25 Riverside Drive	$ 4,936.00	Pending
364 South Atlantic Avenue	$ 3,861.00	Pending
500 North Orchard Street #400	$ 3,087.00	Pending
Monoline Coverages Sub-total	**$ 310,677.00**	**$ 320,022.70**
Consulting Fee	***$ 22,410.00***	***$ 22,410.00***
Total Premium	**$ 1,813,131.00**	**$ 1,502,513.70**

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION *(Continued)*

Other Coverage at Different Eff. Dates	Renewal:
Tank Pollution w/Crum & Forster Specialty Eff: 4/29/24-25	$ 8,294.00

PAYMENT PLAN OPTIONS

Line of Coverage:	Carrier:	Billing:	Payment Option:
Prop, Breakdown, IM, Auto PD, Work Comp	Preferred	Agency	• Annual premium is due in full.
Flood	Wright	Direct	• Annual premium is due in full. • Invoices will be billed directly by the carrier
GL POL EPLI	Illinois Union	Agency	• Annual premium is due in full.
Crime	Travelers	Agency	• Annual premium is due in full.
Statutory AD&D	ACE	Agency	• Annual premium is due in full.
Professional	Evanston	Agency	• Annual premium is due in full.
TULIP	Scottsdale	Agency	• Annual deposit is due in full. • Monthly report is due on the 5th of each month.
Cyber	CFC / Lloyds	Agency	• Annual premium is due in full.
Active Shooter	Lloyds (Hiscox)	Agency	• Annual premium is due in full.
Drone	Global Aerospace	Agency	• Annual premium is due in full.
Storage Tank Pollution	Crum& Forster	Agency	• Annual Premium is paid in full

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

SUBJECTIVITIES OF BINDING

Line Of Coverage:	Carrier:	Subjectivities:
Prop, Breakdown, IM, Auto PD, Work Comp	Preferred	• Signed, and dated "Signature Page". • Signed, and dated "SIR Signature Page" and Verification that TPA information is correct on the page.
Flood	Wright	• Premium is due upon receipt of invoice from carrier directly. No grace period given.
GL EBL POL EPLI	Illinois Union	• Fully completed, signed, and dated Public Entity Retained Limits application with all materials requested therein. • Confirm Project / Location entered on Contractual Liability – Railroads – General Liability #PE-34058, is accurate for the 2024 term. • Projected 2024-2025 Budget when available • Updated signed public entity and water application for 2024. • Updated annual water quality report. • Signed, and dated TRIA Form Indicating Election / Rejection. • Signed, and dated Non-Admitted Carrier Disclosure Form
Crime	Travelers	• Nothing is needed, at this time.
Statutory AD&D	ACE	• Nothing additional is needed, at this time.
Professional	Evanston	• Fully completed, signed, and dated carrier specific application. • Signed, and dated TRIA Form (election/rejection). • Signed, and dated Non-Admitted Carrier Disclosure Form.
TULIP	Scottsdale	• Signed, and dated TRIA form (election/rejection) • Signed, and dated Non-Admitted Carrier Disclosure form. • Signed endorsements A-D referencing approved events; excluded events and rates for each type of event. • Reporting form: Monthly; due by the 5th of each month and should be in Excel format and include date(s) of event, type of event, # of attendees. • Events outside of the granted authority must be submitted for prior approval & pricing in order for the events to be covered.
Cyber	CFC / Lloyds	• Signed version of the application form submitted, dated within 30 days of the required inception date. (prior to binding). • **Confirmation that Multi Factor Authentication (MFA) is in place for all remote email access.** • **Confirmation that Multi Factor Authentication (MFA) is in place for all remote network access.** • **Confirmation that Multi Factor Authentication (MFA) is in place for cloud-based backup access.**

SUBJECTIVITIES OF BINDING

Line Of Coverage:	Carrier:	Subjectivities:
Active Shooter	Lloyds (Hiscox)	• Fully completed, signed, and dated carrier specific application. • Signed, and dated Non-Admitted Carrier Disclosure Form.
Drone	Global Aerospace	• Fully completed, signed, and dated carrier specific application. • Signed, and dated Non-Admitted Carrier Disclosure Form.
Storage Tank Pollution	Crum & Forster	• Nothing is needed, at this time.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Building & Contents Total Insured Values – Blanket	**$160,282,415**
Boiler & Machinery	$100,000,000
Flood Limit – Per Occurrence and Aggregate *Excess of NFIP whether purchased or not*	$5,000,000

2023 Blanket Limits	***$160,503,115***

Per Schedules on File with Agency and Carrier

Deductibles:	
Named Windstorm based on TIV per Occurrence, per Location Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	5% $35,000
Equipment Breakdown Any One Occurrence	$25,000
Flood Any One Occurrence *Except Property designated Flood Zone A or Flood Zone V* *Excess of NFIP whether purchased or not*	$25,000
All Other Perils per occurrence Building, Contents, Extensions	$25,000

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefill or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:
Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

***Preferred* Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Extensions of Coverage:	Limits:
These limits do not increase any other applicable of liability, Deductible per terms of the Coverage Agreement	
Accounts Receivable	$500,000
Additional Expense	$1,000,000
Animals (Annual Aggregate)	$40,000
Business Income Loss	$500,000
Buildings Under Construction	If Shown on Property Schedule
Debris Removal per Occurrence *Whichever is Greater*	$250,000 / 25% of Loss
Demolition, Ordinance, and ICC	$500,000
Duty to Defend	Included
Errors and Omissions	$250,000
Expediting Expense	$5,000
Fire Department Charges	$25,000
Fungus Cleanup Expense (Annual Aggregate)	$50,000
Lawns, Plants, Trees and Shrubs	$25,000
New Locations up to 60 Days	$2,000,000
Personal Property of Employees	$50,000
Pollution Cleanup Expense (Annual Aggregate)	$50,000
Preservation of Property	$250,000
Professional Fees	$20,000
Property at Miscellaneous Unnamed Locations	$150,000
Recertification	$10,000
Service Interruption Coverage	$100,000
Transit	$250,000
The brief description of coverage contained in this proposal is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.	
Property Newly Acquired Locations:	
During the Coverage Agreement period, carrier will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement.	
If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then an additional annual premium will be invoiced by endorsement.	
For two year coverage periods, an additional premium will be charged on the second annual installment if premium added during the first year of the coverage agreement.	

Preferred **Governmental Insurance Trust**

PROPOSED PROPERTY COVERAGE (*Continued)*

Client ultimately chooses the value to be insured.

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Public Entity Property – Flood Coverage Form
Public Entity Property – Schedule of Deductibles
Public Entity Equipment Breakdown Protection Coverage Form
Common Agreement: Consent to Settle
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24)*
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24) which includes but is not limited to the below):* ∗ *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* ∗ *Property in the open does not included unscheduled signs which are not attached to buildings* ∗ *During the Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* ∗ *Valuation redefined to included* ***'actually and necessarily expended'***
Public Entity – Muni Property Schedule
Pending Notable Changes 2024-2025
Minimum Earned Premium – 25%
Exclusions:
• War, Military Action and Terrorism
• Earth Movement
• Pollution
• Nuclear Reaction
• Utility Failure, Except as Provided Under Special Property Coverages
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages
• Building Ordinance Enforcement
• Mold/Fungus
• Earthquake
• Water, Except as Provided Under Extensions of Coverage
• Asbestos
• Inventory Shortage
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property Coverage:	Limits:
Scheduled Inland Marine	$2,583,851
Blanket Unscheduled Inland Marine ($25,000 Max Per Item)	$2,766,589
Total All Inland Marine	**$5,350,440**

2023 Inland Marine Limits	***$4,861,341***

Per Schedules on File with Agency and Carrier

Deductible:	
Per Occurrence	$25,000

Valuation:
Actual Cash Value (Replacement cost less depreciation)

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Property – Property and Inland Marine Coverage Form
Minimum Earned Premium Endorsement – 25%
Property and Inland Marine Coverage PGIT MN 104 *(See Notable Changes 23-24 which includes but is not limited to the below):* * *No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers* * *Property in the open does not included unscheduled signs which are not attached to buildings* * *During the Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than $15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.* *Valuation redefined to included* ***'actually and necessarily expended'***
Pending Notable Changes 2024-2025
Automatic Additional Covered Parties PGIT MN 902 (*See Notable Changes 23-24*)
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
Watercraft Excluded

Wright National Flood Insurance Company
National Flood Insurance Program
10/01/2023 to 10/01/2024

FLOOD COVERAGE

Client ultimately chooses value insured

Coverage is afforded only for direct loss by or from flood to the insured property.

Location and Description of Property:	2023 Limits of Coverage:		2023 Premiums
	Building	Business Personal Property	
22 S Beach St	$500,000	$450,000	$5,606.00
25 Riverside Dr	$500,000	$300,000	$4,936.00
364 S Atlantic Ave	$500,000	$100,000	$3,861.00
500 N Orchard St, Ste 400	$500,000	$435,000	$3,087.00

Location and Description of Deductibles	Deductibles:	
	Building	Business Personal Property
22 S Beach St (both options A&B)	$1,250	$1,250
25 Riverside Dr (both options A&B)	$1,250	$1,250
364 S Atlantic Ave (both options A&B)	$1,250	$1,250
500 N Orchard St, Ste 400 (both options A&B)	$1,250	$1,250

Valuation:
General Property Form: Actual Cash Value (Replacement Cost of the Property Less Depreciation)

Coverage is not provided for Ordinance or Law, Indirect Loss (including Business Income and Extra Expense), or Personal Property of Others.

Pending Renewal offer of the National Flood Insurance Program by the program carrier.

AGREED VALUE ENDORSEMENT
(IF APPLICABLE)

Coverages Provided: The insurance company agrees to waive the Co-insurance Clause, thus eliminating your potential penalty for buying an inadequate amount of insurance to meet the co-insurance requirement.

CO-INSURANCE EXAMPLES
(IF APPLICABLE)

The co-insurance clause is found in almost every property policy. It states that the insurance company will not pay the full amount of any loss if the covered property is, for whatever reason, covered for less than the required insurable value at the time of loss. Required insurable value equals the value of the covered property at the time of loss multiplied by the co-insurance amount.

Examples of Co-Insurance at 80%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 80,000	$60,000	$60,000
3) $100,000	$ 70,000	$60,000	$52,500 *

* Did (70,000) / Should (80,000) X Loss = 7/8 Paid

OR

Examples of Co-Insurance at 90%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 90,000	$60,000	$60,000
3) $100,000	$ 80,000	$60,000	$53,333 *

* Did (80,000) / Should (90,000) X Loss = 8/9 Paid

OR

Examples of Co-Insurance at 100%

Building Value	Insurance Carried	Loss	Insurance Pays
1) $100,000	$100,000	$60,000	$60,000
2) $100,000	$ 70,000	$60,000	$42,000 *

* Did (70,000) / Should (100,000) X Loss = 7/10 Paid

***Preferred* Governmental Insurance Trust**

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:
Bodily Injury & Property Damage	*N/A*	*Not Offered*
Personal Injury Protection Statutory	*N/A*	*Not Offered*
Medical Payments	*N/A*	*Not Offered*
Uninsured Motorists (Non-Stacked)	*N/A*	*Not Offered*
Owned Physical Damage		***ACV or Cost of Repair***
Comprehensive	2	$25,000 Deductible
Collision	2	$25,000 Deductible
Hired Physical Damage		$35,000 Limit
Comprehensive	8	$25,000 Deductible
Collision	8	$25,000 Deductible

Vehicles:	
2024 / Per Schedules on File (245 Units)	**$ 11,196,560 Values**
2023 / Per Schedules on File (226 Units)	*$ 10,287,910 Values*

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Coverage is in place for Physical Damage only; the following forms are only applicable as far as they apply to physical damage coverage. Please refer to the policy form for full explanation of coverage and terms
Public Entity Automobile Coverage Form
Public Entity Automobile Florida
Automatic Additional Covered Parties PGIT MN 902 (See Notable Changes 23-24)
PFAS Chemicals Exclusion Endorsement PGIT MN 901 (See Notable Changes 23-24)
Pending Notable Changes 2024-2025

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

Preferred Governmental Insurance Trust

PROPOSED EXCESS WORKERS' COMPENSATION & EMPLOYERS' LIABILITY COVERAGE

Estimated Annual Payroll:		
Class Code:	**Class Description:**	**Payroll:**
5506	Street or Road Construction	$726,767
5509	Street or Road Maintenance	$490,406
7520	Waterworks Operation	$1,633,689
7580	Sanitary or Sanitation	$1,936,949
7704	Firefighters	$3,949,856
7720	Police	$7,162,099
8380	Automobile Repair	$270,181
8601	Architect or Engineer	$1,152,444
8810	Clerical	$5,098,757
8820	Attorney	$469,081
9015	Buildings NOC	If Any
9102	Parks NOC	$2,115,235
9410	Municipal NOC	$758,942
	2024 Total Payroll	**$25,764,406**
	2023 Total Payroll - Bound	*$24,395,086*

Part I Workers' Compensation:		
Bodily Injury by Accident	Each Accident	Statutory
Bodily Injury by Disease	Each Employee	Statutory

Part II Employers Liability:		
Bodily Injury by Accident	Each Accident	$1,000,000
Bodily Injury by Disease	Aggregate	$1,000,000
Bodily Injury by Disease	Each Employee	$1,000,000

Self-Insured Retention:	All Employees
Each Accident	$350,000
Each Employee for Disease	$350,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Public Entity Excess Workers' Compensation Coverage Form
25% Minimum Earned Premium Endorsement
Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.
Pending Notable Changes 2024-2025

Illinois Union Insurance Company

PROPOSED EXCESS LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Description of Liability Coverage:	**Limits of Insurance**
General Liability: *Occurrence Form*	
Includes Employee Benefits Liability Claims Made Endorsement	
Each Occurrence	$2,000,000
Aggregate	$2,000,000
Allocated Loss Adjustment Expenses are in Addition to the limits of liability	
Public Officials & Employment Practices Liability	
Claims Made and Reported form	
Retroactive Date	*10/01/2013*
Each Claim	$2,000,000
Aggregate	$2,000,000
Allocated Loss Adjustment Expenses; Annual Aggregate	**$2,000,000**

Self-Insured Retention: ***(including Allocated Loss Adjustment Expenses)***	
General Liability	$200,000
Public Officials Liability	$200,000
Employment Practices Liability	$200,000

Liability Rating Basis:	**2023 Exposures:**	**2024 Exposures:**
Payroll	$24,395,086	$25,764,406
Full-Time Employees: Each	358	346
Part-Time Employees: Each	37	37
Professional Staff		
Lawyers: Each	3	3
Accountants: Each	3	
Architects / Engineers: Each	4	14
EMTs and Paramedics: Each	48	45
Fire Department: Each	48	47
Police Officers: Each	76	89
Volunteers: Each	12	
Statement of Net Position of previous year	$214,357,000	$210,909,000

Illinois Union Insurance Company

PROPOSED LIABILITY COVERAGE INCLUDING PUBLIC OFFICIAL'S LIABILITY AND EMPLOYMENT PRACTICES LIABILITY *(Continued)*

Higher limits may be available upon request

Forms, Endorsements and Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements and Exclusions as issued by ISO or Carrier
Common Conditions, Definitions and Exclusions
General Liability Coverage: Occurrence Form
Public Officials & Employment Practices Liability Coverage: Claims Made and Reported Form
Employee Benefits Liability Coverage form – Claims Made *Retroactive Date 10/1/2013*
Pesticide or Herbicide Applicator Coverage Endorsement; Description of Operations: Application of pesticide/herbicide as needed in the city by the city
Additional Insured – Specified by Written Contract
Exclusion – Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
Exclusions – Data Risk & Cyber Liability
Florida Surplus Lines Notice
Service of Suit Endorsement
Trade or Economic Sanctions Endorsement
Chubb Producer Compensation Practices & Policies
OFAC Policyholder Disclosure
TRIA is Excluded unless specifically accepted for an additional premium charge

Travelers Casualty and Surety Company of America

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Government Crime Coverage Form:	Single Loss Limits	Single Loss Retention
Employee Theft – Per Loss	$500,000	$10,000
Forgery/Alteration	$500,000	$10,000
Computer Fraud	$500,000	$10,000
Funds Transfer Fraud	$500,000	$10,000
Claims Expense	$5,000	$0
Telecommunications Fraud	$100,000	$10,000
Social Engineering Fraud	$100,000	$10,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Removal of Short-Rate Cancellation Endorsement
Commercial Crime Coverage Form – Discovery
Government Entity Crime Endorsement: Excluding Coverage for Treasurers and Tax Collectors
Government Entity Crime Endorsement: Faithful Performance of Duty
Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
Amendatory Endorsement for Certain ERISA Considerations
Telecommunication Fraud Insuring Agreement Endorsement
Social Engineering Fraud Insuring Agreement Endorsement
Florida Changes Endorsement
Florida Cancellation or Termination Endorsement
Replace Exclusion BB. Endorsement: *"The Crime Policy will not apply to loss sustained by any Subsidiary or related Employee Benefit Plan or Sponsored Plan, occurring at any time during which such entity was not a Subsidiary or related Employee Benefit Plan or Sponsored Plan."*

ACE American Insurance Company (Chubb Group)

PROPOSED STATUTORY ACCIENTAL DEATH AND DISMEMBERMENT COVERAGE

Eligibility By Class:	Principal Sum
Class 1: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.	
Principal Sum: Line of Duty Coverage	* $75,000
Additional:	
Fresh Pursuit Coverage	* $150,000
Unlawful and Intentional Death & Dismemberment Coverage	* $225,000
Time Period for Loss from date of covered accident	365 Days
✸ Amount follows Florida Statute 112.19(j) and 112.191(i)	

Accidental Death and Dismemberment (Benefit Amounts are Percentage of Principal Sum):	
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the Same Hand	25%

Rating Basis:	2022 Exposures	2024 Exposures:
Full-Time Police Officers	74	89
Full-Time Firefighters	47	47

ACE American Insurance Company (Chubb Group)

PROPOSED STATUTORY ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE *(Continued)*

Additional Benefits:	
Child Care Benefit Maximum Benefit Period:	$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage To age 13 for each Surviving Dependent Child
Child Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 per year Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 4 years
Continuation of Insurance Expense Benefit Benefit Maximum: Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	$5,000 per year Unlawful/Intentional Death & Dismemberment Coverage 5 Years
Funeral and Burial Expense Benefit Benefit Amount:	$10,000 Unlawful/Intentional Death & Dismemberment Coverage
Spouse Education Benefit Benefit Amount: Maximum Benefit Period:	$2,000 Line of Duty Coverage Unlawful/Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage 3 Years

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Statutory Accidental Death and Dismemberment Coverage
Owned Aircraft, Leased Aircraft or Operated Aircraft Exclusion
Aircraft Pilot or Crew Exclusion
Trade Sanctions
Disease or Illness Exclusion *(does not apply to Occupational Condition)*
Suicide or Intentional Injury Exclusion
Incarceration Exclusion
War Exclusion
Services in the Armed Forces Exclusion
Specialized Aviation Exclusion *(flight on a rocket propelled or rocket launched aircraft)*

Evanston Insurance Company

PROPOSED PROFESSIONAL LIABILITY COVERAGE

Higher limits may be available upon request

Professional Liability Coverage: *Claims Made Form*	
Each Claim	$1,000,000
Annual Aggregate	$3,000,000
Deductible: Each Claim	**$5,000**
Retroactive Date:	***5/1/1998***

Defense Expense Included in the Limits of Liability

Rating Basis:	**Exposures:**
2024 Professionals – Full Time	45
2024 Patient Encounters for next 12 months	5,500
2023 Professionals – Full Time	48
2023 Patient Encounters for next 12 months	5,500

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Specified Medical Professions Professional Liability Insurance Coverage Part
Common Policy Conditions
Changes - Multiple Insureds, Claims And Claimants
Two or More Coverage Parts, Coverage Forms, Endorsements or Insuring Agreements
US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice
Privacy Notice
Consent to Settlement – Florida
Florida Policy Holder Notice
Sexual Acts Liability Endorsement $100,000 Each Claim $100,000 Aggregate $5,000 Deductible 05/01/1998 Retroactive Date
Health Insurance Portability and Accountability Act (HIPAA) - Civil Monetary Penalty Endorsement
Good Samaritan Endorsement
Subpoena and Deposition Assistance Supplementary Coverage
Trial Assistance Supplementary Coverage
Extended Reporting Period (bi-lateral): 12mos @ 150%; 24mos @ 175%; 36mos @ 200% of total Annual Premium Up to 7 years Extended Reporting Period available: See Endorsement in Policy
Longer Duration Extended Reporting Period Availability
Fees are Fully Earned
No Flat Cancellations
Minimum Earned Premium Endorsement
Trade or Economic Sanctions
Exclusion – Cyber Incident

Scottsdale Insurance Company

PROPOSED TENANT USER'S LIABILITY COVERAGE (TULIP)

Higher limits may be available upon request

Special Events Liability Coverage:	Limits:
Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
Damages to Premises Rented to You	$100,000
Medical Expense (Any One Person)	$5,000
General Aggregate	**$2,000,000**
Products & Completed Operations Aggregate	**$2,000,000**
Deductible:	
Per Claimant as respects Bodily Injury, Property Damage, Advertising Injury & Personal Injury Including Loss Adjustment Expense	**$250**
Description of Coverage Forms, Endorsements & Exclusions include: (but not limited to)	
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier	
Commercial General Liability Coverage Form	
Additional Insured-State Or Governmental Agency Or Subdivision Or Political Subdivision Permits Or Authorizations Relating To Premises	
Amendment Of Insured Contract Definition	
Amendment Of Nonpayment Cancellation Condition	
Amendment To Other Insurance Condition	
Cancellation And Nonrenewal-Florida	
Claim Reporting Information	
Common Policy Conditions	
Contractors Special Conditions	
Endorsement A – Location Schedule	
Endorsement B – Rate Schedule	
Endorsement C – Schedule of Events requiring prior approval	
Endorsement D – Special terms and conditions	
Service Of Suit Clause	
Florida Policyholder Notice	
Limitation Of Coverage To Designated Premises, Project Or Operation	
Minimum And Advance Premium Endorsement	
Minimum Earned Cancellation Premium	
Premium Audit	
Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	
Exclusion – All Hazards In Connection With An Electronic Smoking Device, Its Vapor, Component Parts, Equipment And Accessories	
Exclusion – Biometric Information	
Exclusion – Designated Chemicals, Compounds, Energy, Material Or Substances	
Exclusion – Designated Professional Services – Any And All Professional Services	
Exclusion – Total Aircraft, Auto Or Watercraft With Limited Exceptions	
Exclusion Of Certified Acts Of Terrorism	
Fungi Or Bacteria Exclusion	
Hydraulic Fracturing Exclusion	
Injury To Worker Exclusion	
Known Injury Or Damage Exclusion-Personal And Advertising Injury	
PFC/PFAS Exclusion	
Punitive Or Exemplary Damage Exclusion	
Total Assault And / Or Battery Exclusion	
Total Liquor Liability Exclusion	
Aircraft Exclusion	
Cannabis Exclusion with Hemp Exception	
Communicable Disease Exclusion	
Employment – Related Practices Exclusion	

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT A

1. AMES PARK 173 SOUTH BEACH
2. ARROYO OAKS PARK NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II 701 HAMMOCK LANE
5. DIX RIVERFRONT PARK EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREETLAND THE HALIFAX RIVER
12. INDIAN MOUND PARK NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK 700 HULL ROAD
15. ORMOND PARKWAY PARK BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. BAILEY RIVER BRIDGE / GARDENS PARK BUILDING NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III 700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK 176 DIVISION AVENUE
27. CENTRAL PARK I 601 FELMING AVENUE
28. WEST ORMOND PARK NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. NOVA COMMUNITY PARK AND COMMUNITY CENTER 440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX 700 HULL ROAD
"31. CASEMENTS CAMPUS CASEMENTS CULTURAL ENRICHMENT CENTER
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT)" 25 RIVERSIDE ROAD
32. CITY HALL PLAZA 22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK 78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM 78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER 399 NORTH US #1
36. RIVERBEND NATURE PARK AIRPORT RD
37. SENIOR CITIZENS CENTER 351 ANDREWS STREET
38. BIRTHPLACE OF SPEED 21 OCEAN SHORE BLVD, ORMOND BEACH FL 32176

AUTHORIZED REPRESENTATIVE DATE

MANUSCRIPT ENDORSEMENT A

39. FIREHOUSE PARK 364 S ATLANTIC AVE, ORMOND BEACH FL 32176
40. HAAS PARK 902 W GRANADA BLVD, ORMOND BEACH FL 32174
41. MAIN STREET PARK 34 W GRANADA BLVD, ORMOND BEACH FL 32174
42. MILTON W PEPPER PARK 6 BAYBERRY COURT, ORMOND BEACH FL 32176
43. ENVIRONMENTAL DISCOVERY CENTER 601 DIVISION AVENUE ORMOND BEACH FL 32174

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT B

EVENT ATTENDEES FLAT CHARGE PER DAY
ANNIVERSARY PARTY 1--75 $40.00
ART/CRAFT SHOW 76-175 $60.00
AUCTION 176-260 $85.00
AUTO SHOW 261-350 $110.00
BABY SHOWER 351-450 $135.00
BINGO 451-600 $160.00
BIRTHDAY PARTY
CONVENTION
DANCE (OVER AGE 21)
EASTER EGG HUNT
EXHIBITION
FUNERALS
MEETINGS (INCLUDING MEMORIAL SERVICE)
PAGEANT
PICNIC
RECITAL (MUSIC, DANCE, SINGING)
REUNION (FAMILY & SCHOOL)
SEMINAR
SPEAKING ENGAGEMENTS
TALENT SHOW
THEATRICAL PERFORMANCES
TRADE SHOW
WALK-A-THON
WEDDING AND/OR RECEPTION

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT ATTENDEES FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG) 1-140 $60.00
BANQUET AND COMMUNION 141-200 $85.00
CONCERT (OTHER THAN ALTERNATIVE, ROCK, HIP HOP, HEAVY METAL, RAP, GOTHIC) 201-285 $110.00
FISHING TOURNAMENT 286-350 $135.00
REUNION 351-425 $160.00
RUMMAGE SALE 426-500 $185.00
501-600 $210.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT ATTENDEES FLAT CHARGE PER DAY
MARTIAL ARTS EVENT 1-115 $60.00
116-175 $85.00
176-230 $110.00
231-290 $135.00
291-350 $160.00

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

HOME OFFICE COPY

MANUSCRIPT ENDORSEMENT B

351-400 $185.00
401-500 $210.00
501-600 $235.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT C

SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT

ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY
PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS
SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7871835	10/01/2023	TENANT USERS OF THE CITY OF ORMOND BEACH	09037

MANUSCRIPT ENDORSEMENT D

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING: THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

AUTHORIZED REPRESENTATIVE DATE

Certain Underwriters at Lloyd's of London (CFC)

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Cyber Coverage: *Claims Made and Reported*	Limits of Liability:	Retentions:
Insuring Clause 1: Cyber Incident Response		
A. Incident Response Costs	$1,000,000	$0
B. Legal Regulatory Costs	$1,000,000	$25,000
C. IT Security and Forensic Costs	$1,000,000	$25,000
D. Crisis Communication Costs	$1,000,000	$25,000
E. Privacy Breach Management Costs	$1,000,000	$25,000
F. Third Party Breach Management Costs	$1,000,000	$25,000
G. Post Breach Remediation Costs: *Subject to a max 10% of all sums paid as a direct result of cyber event*	$50,000	$0
Insuring Clause 2: Cyber Crime		
A. Funds Transfer Fraud	$250,000	$25,000
B. Theft of Funds Held in Escrow	$250,000	$25,000
C. Theft of Personal Funds	$250,000	$25,000
D. Extortion	*Not Covered* *	
E. Corporate Identity Theft	$250,000	$25,000
F. Telephone Hacking	$250,000	$25,000
G. Push Payment Fraud	$50,000	$25,000
H. Unauthorized use of Computer Resources	$250,000	$25,000
Insuring Clause 3: System Damage & Business Interruption		
A. System Damage and Rectification Costs	$1,000,000	$25,000
B. Income Loss and Extra Expense	$1,000,000	$25,000
C. Additional Extra Expense	$100,000	$25,000
D. Dependent Business Interruption	$1,000,000	$25,000
E. Consequential Reputational Harm	$1,000,000	$25,000
F. Claim Preparation Costs	$25,000	$0
G. Hardware Replacement Costs	$1,000,000	$25,000
The following insuring clauses are subject to an Aggregate Limit		
Insuring Clause 4: Network Security & Privacy Liability		
A. Network Security Liability	$1,000,000	$25,000
B. Privacy Liability	$1,000,000	$25,000
C. Management Liability	$1,000,000	$25,000
D. Regulatory Fines	$1,000,000	$25,000
E. PCI Fines, Penalties, Assessments	$1,000,000	$25,000
Insuring Clause 5: Medial Liability		
A. Defamation	$1,000,000	$25,000
B. Intellectual Property Rights Infringement	$1,000,000	$25,000
Insuring Clause 7: Court Attendance Costs		
In the Aggregate	$100,000	$0
Policy Aggregate Limit:	**$1,000,000**	

Rating Basis:	2023 Exposure	2024 Exposure
Financials: Net Position FYE of previous year	$214,356,446	$210,909,000

Certain Underwriters at Lloyd's of London (CFC)

PROPOSED CYBER LIABILITY COVERAGE *(Continued)*

Higher limits may be available upon request

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
CFC Cyber, Private Enterprise Claims Made and Reported / Discovery Coverage form
Retroactive Date: Full Prior Acts
Defense is inside the limit
Insuring Clauses 1-3: Limit of Liability Each and Every Claim Deductible Each and Every Claim
Insuring Clauses 4-5: Aggregate Limit of Liability: in the Aggregate, including costs and expenses Deductible: Each and Every Claim; including costs and expenses
Insuring Clause 3: Sections B&D are sub-limited to $1mil in respect of System Failure
Business Operations: Municipality
Legal Action: Worldwide
Territorial: Worldwide
Reputational Harm Period: 12 months
Indemnity Period: 12 months
Waiting Period: 8 Hours
Optional Extended Reporting Period: 12 months @ 100% of applicable annualized premium
Contingent Bodily injury Amendatory Clause Endorsement
Policyholder Disclosure Notice of Terrorism Insurance Coverage
Risk Management Timetable Condition Clause
ECC Insurance Brokers Amendatory Clause: $250K sub-limit for invoice manipulation
Extortion Coverage is Not Covered * This was removed since the State of FL passed a law in November 2022 banning ransom payments for cyber extortion events for public entities only. https://www.floridabar.org/the-florida-bar-news/florida-prohibits-state-agencies-from-paying-cyber-ransoms/ Although some carriers do keep it on the quote, CFC does not since no payments can be legally reimbursed. Although they are not offering extortion, they are still covering the costs of the claim including the response, forensics, legal costs and liability of a ransomware attack. They just cannot pay the ransom payments.

Certain Underwriters at Lloyd's of London (CFC)

PROPOSED CYBER LIABILITY COVERAGE *(Continued)*

Higher limits may be available upon request

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
2023 Policy Forms had the following: **Timetable Clause:** Satisfactory confirmation that multifactor authentication for remote access to all employee email accounts; Deadline: 30 days from policy inception. If not, then payment of any ransomware claim reverts to 50% by insured and 50% by carrier. The deductible will increase by 200%
2024 Subjectivity • Signed version of the application form submitted, dated within 30 days of the required inception date. (prior to binding). • **Confirmation that Multi Factor Authentication (MFA) is in place for all remote email access.** • **Confirmation that Multi Factor Authentication (MFA) is in place for all remote network access.** • **Confirmation that Multi Factor Authentication (MFA) is in place for cloud-based backup access.**

Certain Underwriters at Lloyds, London (Hiscox)

PROPOSED ACTIVE SHOOTER LIABILITY COVERAGE

Higher limits may be available upon request

Active Shooter and Malicious Attack Property and Liability Coverage:	**Limits:**
Each Occurrence	$1,000,000
Annual Aggregate	$1,000,000
Sub-limits (part of / not in addition to the limits)	
Additional Security Measures	$250,000
Counseling	$250,000
Public Relations	$250,000
Miscellaneous Crisis Management Expenses	$250,000
Medical Payments and Funeral Expenses	$1,000,000

Deductibles:	
Each Occurrence	$10,000
Waiting Period	None

Active Shooter Rating Basis:	
2024 Total Insurable Values	**$160,282,415**
2023 Total Insurable Values	$160,511,415

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
General Terms and Conditions
Active Shooter and Malicious Attack Property and Liability Coverage form *(1st and 3rd Party Liability)*
Lloyd's Syndicate (33) Endorsement
Premium Payment Clause (Reinsurance)
Service of Suit Endorsement
Florida Amendatory Endorsement
Policyholder Disclosure Notice of Terrorism Insurance Cover
Economic and Trade Sanctions Policyholder Notice
Policyholder Complaints and Comments
Minimum Earned Premium – 25%
No Flat Cancellations

Global Aerospace Inc *

PROPOSED DRONE HULL & LIABILITY COVERAGE

Client ultimately chooses limits of liability and values insured

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial Liability: Unmanned Aircraft Systems (UAS)	**Limits of Liability:**
Bodily Injury and Property Damage Liability	$1,000,000
Occasioned by or in consequence of war hi-jacking and other perils	Included
Operation of UAS you rent/lease/borrow for periods less than 30Days	Included
UAS operated on your behalf by others	Included
Additional Benefits *(Subject to Conditions):*	
Bail Bonds	$5,000
Fire Legal Liability	$100,000
Contractual Liability	Policy Limit
Product Liability arising out of sale of scheduled aircraft	Policy Limit
Personal Injury	*Not Covered*
Medical Expense	$5,000
Acts of Terrorism under TRIPRA	Included
Deductible:	***N/A***

Hull Physical Damage Schedule:	**Limits:**	**Hull Deductible:**
2021 SKYDIO X2; #1688BE10JA0O7755	** ***$22,000***	
In Motion Deductible		10%
Not In Motion Deductible		10%
SKYDIO Controller; #SEC-35CV (No Liability)	$5,000	
In Motion Deductible		10%
Not In Motion Deductible		10%
**** Underwriter's Remarks:** Please note that the Skydio X2 is overvalued at $22,000. In the event of a loss, we WILL only pay out replacement cost for the damaged equipment less deductible.		

Global Aerospace, Inc. Program Carrier Participation: *
American Alternative Insurance Corporation
American Commerce Insurance Company
National Indemnity Company of the South
Tokio Marine America Insurance Company

Global Aerospace Inc *

PROPOSED DRONE HULL & LIABILITY COVERAGE *(Continued)*

Client ultimately chooses limits of liability and values insured

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Aviation Insurance Policy Unmanned Aircraft Systems (UAS Policy Form)
Electronic Data Event Liability Exclusion
Additional Insured
Amendment of Defined Terms
Limited Liability War Exclusion Limited Coverage
Limited Physical Damage War Exclusion Limited Coverage
Electronic Date Recognition Exclusion Limited Coverage
Expenses for Medical Services
Liability for Sale of Aircraft, Aircraft Parts or Services
Terrorism (TRIA) Coverage – Hull & Liability
Premises Coverage
Fire Legal Liability
Expanded Contractual Liability Endorsement
Ground Equipment Physical Damage Endorsement
Non-Owned Aircraft Liability – Unmanned Aircraft System
TRIA Disclosure
Florida Amendatory
The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.
The insured value of any newly acquired aircraft or any scheduled aircraft modified during the policy period is subject to the Maximum Insured Value Limit which shall be the highest insured value of any scheduled aircraft insured at the time such newly acquired aircraft is acquired or such modified scheduled aircraft is modified.
Intended Uses: Infrastructure Inspection & Support; Surveillence; Law Enforcement; Search and Rescue

Global Aerospace, Inc. Program Carrier Participation: *
American Alternative Insurance Corporation
American Commerce Insurance Company
National Indemnity Company of the South
Tokio Marine America Insurance Company

Crum & Forster Specialty Insurance
Policy Period: 4/29/2023-4/29/2024

STORAGE TANK POLLUTION LIABILITY

Higher limits may be available upon request

Storage Tank Pollution Liability:	Limits:
Policy Aggregate	**$2,000,000**
Each Confirmed Release	$1,000,000
Defense Expense Aggregate	$1,000,000

Schedule of Storage Tanks, Showing Deductible by Location:

Site	Tank Type	Install Year	Capacity (Gallons)	Deductible	Retroactive Date
Water Plant	AST	2004	6,000	$5,000	4/29/2014
Water Plant	AST	2008	5,200	$5,000	4/29/2014
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	UST	1990	12,000	$50,000	7/8/2021
Public Works	AST	2007	6,000	$5,000	7/8/2021
Trans Station WW Plant	AST	2008	6,000	$5,000	4/29/2022
Trans Station WW Plant	AST	2007	4,000	$5,000	4/29/2022
Trans Station WW Plant	AST	2011	7,000	$5,000	4/29/2022

Description of Coverage Forms, Endorsements & Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by ISO or Carrier
Commercial Storage Tank Pollution Policy
Deductible Endorsement
Mandatory Notice Of Voluntary Removal Or Replacement Of Underground Storage Tanks System
Covered Storage Tank Coverage Endorsement
Aboveground Storage Tank Pollution Condition Definition Amendatory Endorsement
Loading Or Unloading Coverage Endorsement
Financial Responsibility Certificate Of Insurance – FL
Schedule Of Forms And Endorsements`
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policy Holders
Privacy Notice
Emergency Response Hotline
Notice Of Loss All
Claims Reporting
Service Of Process Clause
Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
Pollutions Conditions Exclusion

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to loW. rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Prop, Breakdown, IM, Auto PD, Work Comp	Preferred Governmental Insurance Trust	Not Rated	
	Flood	Wright National Flood Insurance Company	A	VI
**	GL POL EPLI	Illinios Union Insurance Company (CHUBB)	A++	XV
	Crime	Travelers Casualty and Surety Company of America	A++	XV
	AD&D	ACE American Insurance Company (CHUBB)	A++	XV
**	Professional	Evanston Insurance Company	A	XV
**	TULIP	Scottsdale Insurance Company	A+	XV
**	Cyber	Lloyds of London (CFC)	A	XV
**	Active Shooter	Lloyds of London (Hiscox)	A	XV
** ** ** **	Drone	American Alternative Insurance Corporation American Commerce Insurance Company National Indemnity Company of the South Tokio Marine America Insurance Company	A+ A A++ A++	XV XV XV XV
**	Storage Tank Pollution	Crum & Forster Specialty Insurance Company	A	XV

***** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.***

****** Preferred Governmental Insurance Trust is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However, Preferred Governmental Insurance Trust's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.***

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown Insurance Services, Inc. – Daytona Beach, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown presented other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through ***Preferred*** **Governmental Insurance Trust** ("***Preferred***"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: **City of Ormond Beach, FL**
Policy Number: **TBD**
Policy Period: **10/01/2024 to 10/01/2025**
Date of Notice: **Date of the Original Presented Proposal**

*** A.M. Best Rating Guide:** **Rating for Stability: A++ to D = Highest to lowest rating**
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

At my direction, Brown & Brown Insurance Services, Inc. – Daytona has placed my coverage in the surplus lines market. As required by [Florida Statute 626.916], I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the [Florida Insurance Guaranty Association] with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Ormond Beach

Named Insured

Signed form on file with Agency, Brokers, and Carriers

Signature of Insured's Authorized Representative Date

Printed Name of Authorized Representative Date

1. **Excess Liability (GL EBL POL EPLI)** **Effective: 10/01/2024**
   a. Illinois Union insurance Company
2. **Professional Liability (EMT/Paramedics)** **Effective: 10/01/2024**
   a. Evanston Insurance Company
3. **Tenant Users Liability** **Effective: 10/01/2024**
   a. Scottsdale Insurance Company
4. **Cyber Liability** **Effective: 10/01/2023**
   a. Certain Underwriters at Lloyds of London (CFC)
5. **Active Shooter Liability** **Effective: 10/01/2024**
   a. Certain Underwriters at Lloyds of London (Hiscox)
6. **Drone Hull & Liability** **Effective: 10/01/2024**
   a. American Alternative Insurance Corporation
   b. American Commerce Insurance Company
   c. National Indemnity Company of the South
   d. Tokio Marine America Insurance Company
7. **Storage Tank Pollution Liability** **Effective: 04/19/2024**
   a. Crum & Forster Specialty Insurance Company

Type of Insurance / Name of Excess and Surplus Lines Carrier

Steve Farmer

Producing Agent Name License Number

APPENDIX

Brown & Brown INSURANCE®

INSURANCE COVERAGE REVIEW

Insured: _____ **Policy Term Date:** _____

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional. Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			

	E	C	Q
	Y/N	Y/L/N	Y/N
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			

	E	C	Q
	Y/N	Y/L/N	Y/N
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P +I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned			
Aviation - Non-Owned			

	E	C	Q
	Y/N	Y/L/N	Y/N
MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

_____ **Insured Representative's Name / Title**

_____ **Date, Time & Location Process Was Completed With Insured**

_____ **Brown & Brown Representative Signature**

Preferred Governmental Insurance Trust
Excess Insurance Structure

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

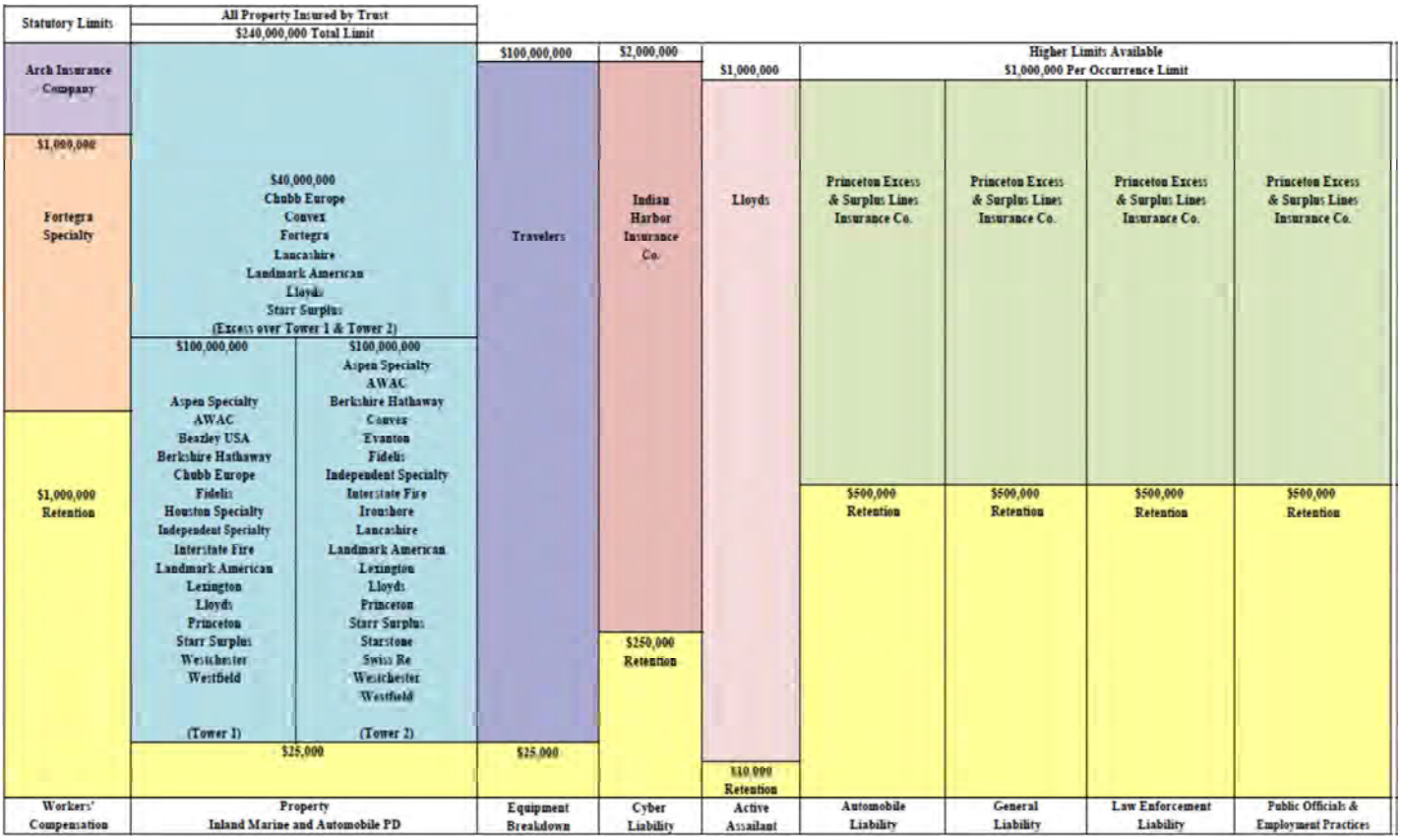
PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
MUNICIPALITY EXCESS INSURANCE STRUCTURE 23-24 (Pending 24-25)



COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services.

Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services. Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9 .75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

RELATED INFORMATION

Compensation: If we are being compensated based upon a fixed dollar amount or fixed percentage fee, meaning that the contract specifies our compensation and states anywhere in the document that additional compensation will not be paid to us or any other party, any additional compensation to us or any other party, including wholesale brokers or third-party intermediaries, is strictly prohibited. Likewise, if our contract sets compensation based upon a fixed dollar amount or fixed percentage fee, and the contract specifies that additional compensation shall be credited to the insured, any additional compensation to any party, including brokers, wholesale brokers or third-party intermediaries, must be promptly returned to you. If our contract is not based upon such fixed fee terms, no owned or affiliated party, including brokers, wholesale brokers or third-party intermediaries, may accept any type of compensation without full disclosure by the undersigned broker to you of the dollar amount or percentage of compensation prior to binding your coverage.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is $100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or $300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as “Borrowed Car” coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

Symbol	Description
1	***Any Auto.***
2	***Owned Autos only.*** Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	***Owned private passenger autos only.*** Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	***Owned autos other than private passenger autos only.*** Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	***Owned autos subject to no-fault.*** Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	***Owned autos subject to a compulsory uninsured motorists law.*** Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	***Specifically Described Autos.*** Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	***Hired Autos Only.*** Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	***Non-owned Autos Only.*** Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

WORKERS' COMPENSATION DEFINITIONS

PART A:
Workers' Compensation pays for all medically necessary remedial treatment, care, and attendance by a health care provider for as long as necessary to enable the employer to fully recover. There are no deductibles and no limits on payments.

Compensation for Disability is designed to partially reimburse the injured employee for inability to perform normal work, following a compensable injury.

There are specific classifications of disabilities:
- Permanent Total
- Temporary Total
- Permanent Impairment
- Temporary Partial

Compensation for death is payable if resulting within one year from the accident causing injury, or if it follows continuous disability and results from the accident within five years, thereafter the total amount that may be paid out over time is $150,000.

PART B:
This coverage will pay for all sums which you are legally obligated to pay because of bodily injury by accident or disease sustained by any employee arising out of their employment. This coverage is distinct from any Workers' Compensation claim. Recent suits have been successfully based on a variety of grounds from a number of different parties including spouses and children.

"MONOPOLISTIC STATES INCLUDING A COMMONWEALTH IN ASSOCIATION WITH THE UNITED STATES STOP LOSS COVERAGE"

This endorsement is used to provide Part B - Employers Liability coverage for operations that are conducted in a monopolistic fund state. It is needed because Workers' Compensation policies written by these state fund do not provide this coverage.

Monopolistic States: North Dakota, Ohio, Washington, Wyoming, and Puerto Rico

The client must contact the above states directly to obtain Workers' Compensation coverage.

EXPERIENCE MODIFICATION FACTOR

For eligible risks, the National Council on Compensation insurance (NCCI) computes an experience modification which is a multiplier that must be applied to the manual premium for any eligible risk by any company insuring the risk.

Rating is based on the experience period which is the past three years, excluding the immediate preceding year. The experience period includes only completed policy periods within the three years.

Your experience modification applies for a period of one year from the effective date of it promulgation.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at TDebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at DSmurdon@bbdaytona.com.

Preferred Governmental Insurance Trust
Addendum No. 1 Response – Questions 22 - 24

Brown & Brown is proposing Property, Inland Marine and Auto Physical Damage coverage through the *Preferred* Governmental Insurance Trust, commonly referred to as *Preferred*. The Trust (*Preferred*) utilizes a small but efficient agency distribution network to which many agencies cannot access.

As with all other governmental insurance pools or trusts operating in the State of Florida, the Preferred program is a shared limit program. Preferred purchases commercial property insurance to the 250-year AIR storm modeling which is a .4% probability. Over the 25 years of the trust operating in the State of Florida, the limits purchased have proven to be responsible as the shared limit program has never been breached by a catastrophic event nor a member's covered loss reduced to a pro-rata share.

Preferred Governmental Insurance Trust currently insures $680M in Total Insured Values in Volusia County. In the event an occurrence exhausts a limit purchased on behalf of the membership, payment for a covered loss will be reduced pro rata based on the amounts of covered loss by member. In the 25 history of the program there has never been a loss that exceeded the limit purchased. The largest single loss to date has been a $50M event.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Brown & Brown Insurance Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 300 North Beach Street Daytona Beach, FL 32114

PHONE NO.: 386-239-7233 FAX NO.: 386-848-6401

SUBMITTER'S NAME: Steve Farmer
(Typed or Printed in Ink)

TITLE: Executive Vice President

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

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

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

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

Certification

Submitters must certify they have the capacity to provide independent Property & Casualty insurance brokerage services, as described herein, and that they have successfully participated in similar Agreements within the past ten (10) years. The applicants must also certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

Confirmation of Professional Standing and Compliance

It is confirmed that Brown & Brown Insurance Services, Inc. is in good professional standing and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

Qualifications & Experience

In Florida, Brown & Brown Insurance Services, Inc. provides insurance placement and risk management services to governmental entities. Representing small towns and special districts, to large cities and counties, we have a deep understanding of your needs. Lines of insurance placed include Property, Casualty, Workers' Compensation, Surety/Bonds, Accident & Health, Life, Medical, and all specialty and ancillary lines. We utilize insurance products to include 1st dollar package programs, to multi-carrier self-insured program designs. For self-insureds, the appropriate strategies and expertise are readily available to provide necessary analytics, value-added resources, and consultative servicing staff.

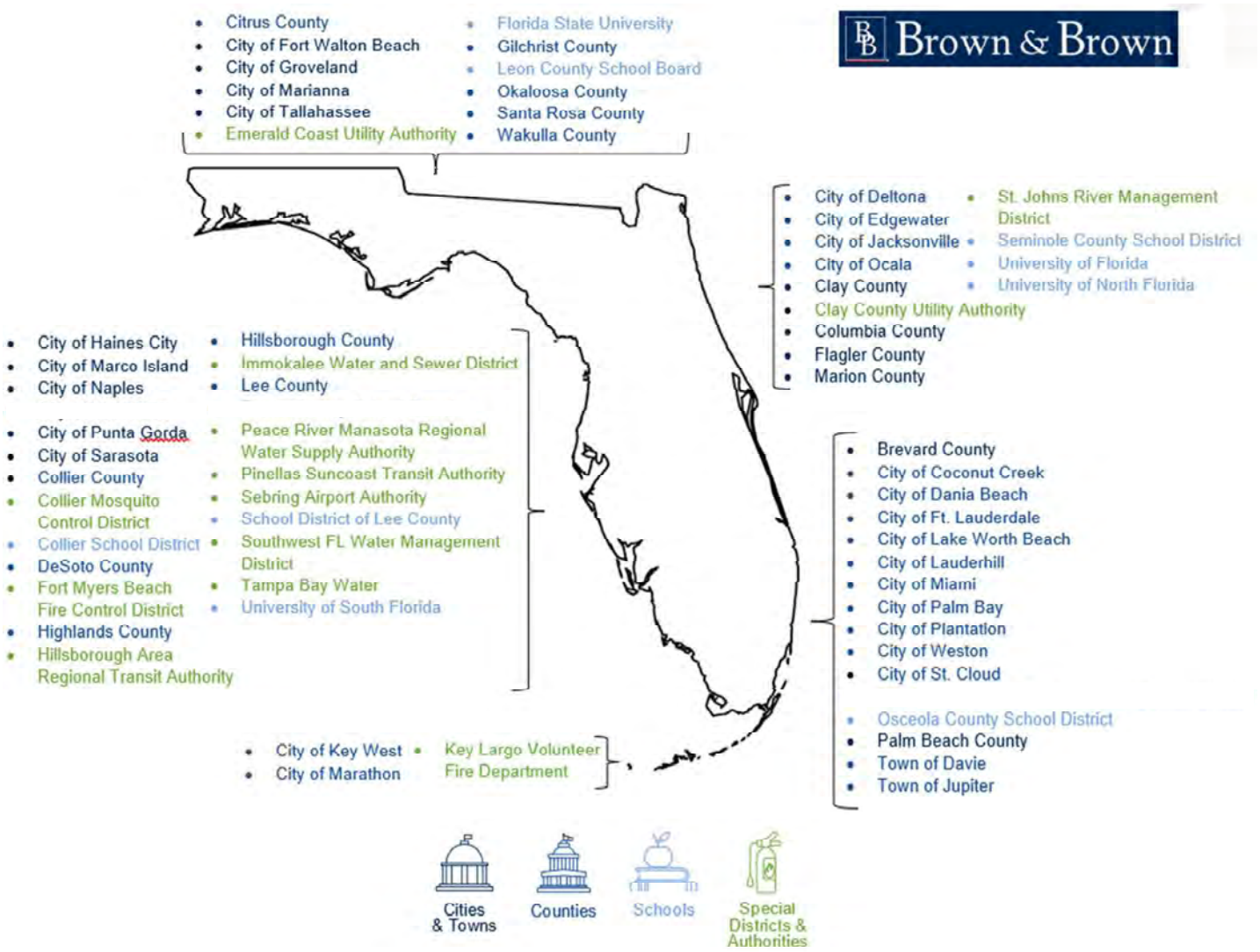


Unparalleled capacity to serve the needs of local governments:

- Dedicated service team working exclusively for **Florida local governments** in all capacities surrounding risk and human resources.
- Access to highly experienced public entity resources including **Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.**
- We place **$200M million of annual premiums** for our Florida clients.
- Brown & Brown Insurance Services, Inc. currently represents over **200** of Florida's governmental entities:
  - **Over 25 Counties**
  - **Over 70 Cities/Towns**
  - **Over 7 Public School Districts**
  - **Over 6 Public Universities**
  - **Over 100+ Special Taxing Districts**

List of Clients Who We Successfully Participated in Similar Agreements

A testament to our experience can be seen below as we note current clients near throughout the State of Florida. We have successfully participated in similar agreements with the clients below and most have been working with our Team for 5-10 years or more.



Company Snapshot: Brown & Brown, Inc.

Brown & Brown began in Florida, and Florida remains one of our largest operations, including:

- ✓ Publicly traded Florida Corporation **formed in 1939**
- ✓ **60 Florida** offices with more than **3,500** teammates
- ✓ Florida Strong - **$2.6 Billion** of insurance premiums placed in Florida
- ✓ Customer-focused, ethical, transparent, and long-term operating model
- ✓ Stringent **quality control** and operating system requirements
- ✓ Significant investment in people and **technological development** to best serve our clients
- ✓ Direct access to **national public entity** and other subject-matter experts

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown, illustrates our culture and corporate commitment:

Local Roots – Global Capabilities

Our parent company, Brown & Brown, Inc. was founded in 1939 (**in business for over 85 years**) in Daytona Beach and has since grown to be **the largest insurance intermediary in Florida** and the 5th largest in the United States. We have over 500 offices in **the United States, England, Ireland, Canada, Grand Cayman, and Bermuda**, housing **more than 16,000+ teammates**. We provide products and services to many industries in the USA and abroad.

Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. Our entrepreneurial culture is built on integrity, innovation, superior capabilities, and discipline. We view insurance differently and use our experience, carrier relationships, and principled customer focus to deliver first-class service and solutions.

Florida Public Entity Footprint – Brown & Brown Insurance Services, Inc.

The Brown & Brown team is a highly specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. We have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida.

Brown & Brown is without peer in the insurance brokerage segment for municipal entities. Our single firm and entirety of the team will handle all roles and responsibilities out of our corporate headquarters in Daytona Beach, FL. The team provides Property & Casualty and Employee Benefits advisement and insurance services to over 200 Florida governments, including more than 100 Cities, Counties and School Boards.

Our public entity clients, from Key West to the Florida Panhandle, purchase in excess of **$200 Million** in annual insurance premiums.

Our Volusia area local government footprint consist of our representation of the following local government: Volusia County, Volusia Schools, City of Daytona Beach, City of Daytona Beach Shores, City of Port Orange, City of Ormond Beach, City of Edgewater, City of Holly, New Smyrna Beach Utility Authority, City of New Smyrna Beach, Town of Ponce Inlet, City of Debary & City of South Daytona.

We have proven over decades of service to local governments that we are a highly organized and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients.

The Brown & Brown team provides **the best combination of factors that are of the most importance** and interest to the City in selecting an insurance broker partner.

- We are a team of passionate, motivated, , hard-working insurance industry leaders who look forward to a continued partnership with the City's staff working to continually improve the risk management program.
- We will provide the most unique perspective to property placement with a team that has both small and large public entity clients.
- We have an extremely qualified team, with robust and relevant resumes that include proven track-records of handling Florida Public Entity insurance programs, successful claim management, and unmatched service standards.



The entire team of insurance professionals is cross-trained and educated on all accounts, which provides continuity and exceptional service standards. Our proactive approach includes establishing a calendar of events with our clients which maintains the insurance program in real-time and assures that we are aware of and available for important meetings, events, and deadlines. This includes communication expectations and reporting requirements. It is our service model to immediately identify and document client expectations and to meet those needs on a daily and ongoing basis.

Our Commercial Lines Service Division consists of 47 teammates including 2 Commercial Lines Leaders and an Operations Leader. We currently have 25 Account Managers and 10 Customer Service Representatives assigned to our book of business. Each team consists of 3 to 5 Account Managers and 1 to 3 Customer Service Representatives. Additionally, we have a combined total of 9 teammates in our Claims and Certificate units with expertise specifically designed to support the Producers and Account Managers. With each team consisting of multiple Account Managers and Customer Service Representatives, this allows us to redistribute workloads efficiently. Our firm has implemented a comprehensive training and development program that ensures all Customer Service Representatives are prepared for future Account Manager roles. This internal training strategy ensures that our staff is versatile and capable of stepping into key positions. We are confident in our ability to sustain the potential loss of key personnel and to continue to meet the terms of the contract without interruption.

Our Marketing Team consists of 31 teammates which includes 5 Team Leaders as well as our Marketing Leader. Our team boasts a broad range of tenure both with Brown & Brown and the industry and possess the expertise to work with accounts of all sizes. The Team Leaders monitor the individual workloads and quality of the work product constantly and are able to pivot quickly should the need arise, be it a work load issue or the loss of a teammate. We continuously develop new talent to assure a "deep bench" when it comes to our ability to meet the needs of our clients. We have the ability to absorb the loss of a key team member in the Marketing Department quickly and without interruption to the marketing process.

Our Production team consists of over 40 commercial insurance advisors with varying expertise in which 5 individuals specialize in advising on the insurable interest of various public entities in the State of Florida. Our team boasts a broad range of tenure both with Brown & Brown and possess the expertise to work with the unique public entity industry. We have the ability to maintain consistent service and public entity risk management practices to absorb the loss of a key team member without interruption ensuring the consistency our customers have been accustomed to for decades.

Copies of All Professional Certifications for the Services to be Provided:



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER
License Number : A081083

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	06/07/1996

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Ft. Dept. of Financial Services website at http://www.myfloridacfo.com/agents/

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DONALD SCIOTTO
License Number : W088665

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	03/17/2012
• 0220 - GENERAL LINES (PROP & CAS)	04/12/2012

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA ANN HEISKELL
License Number : A144151

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	12/09/1986

Please Note:

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHANIE STANULEWICH

License Number : W185551

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

08/27/2016

Please Note:

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

FELISHA TYDE

License Number : W324042

Resident Insurance License

• 0440 - CUSTOMER REPRESENTATIVE

Issue Date

05/25/2016

Please Note:



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SARAH KATHRYN BALLEW

License Number : A289802

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

04/03/1997

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/

Jeff Atwater
Chief Financial Officer
State of Florida

Documentation as to whether the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985:

Brown & Brown Insurance Services, Inc. is not a certified Minority Business as defined by the Florida Small and Minority Business Assistance Act of 1985.

Copy of Firm's Current Operational Business:



State of Florida
Department of State

I certify from the records of this office that BROWN & BROWN INSURANCE SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1947.

The document number of this corporation is 150616.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 23, 2024, 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 Tenth day of June, 2024

Secretary of State

Tracking Number: 6325890915CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Copy of firm's Error and Omissions insurance certificate:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

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

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

PRODUCER	CONTACT NAME: Jayne McGraw
Brown & Brown Insurance Services, Inc. P O Box 2412 Daytona Beach FL 32115-2412	PHONE (A/C, No, Ext): (386) 239-5757 FAX (A/C, No): (386) 323-9120 E-MAIL ADDRESS: Jayne.McGraw@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Brown & Brown Inc. Et Al, P O Box 2412, Daytona Beach FL 32115

COVERAGES CERTIFICATE NUMBER: 24001 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	INS AGENTS/BROKERS PROFESSIONAL LIAB E&O			US00106979EO24A	01/01/2024	01/01/2025	EA WRONGFUL ACT	20,000,000
							AGGREGATE	20,000,000

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

NAMED INSURED: BROWN & BROWN INSURANCE SERVICES, INC.

CERTIFICATE HOLDER: CITY OF ORMOND BEACH, 22 S BEACH ST, ORMOND BEACH FL 32174

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

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

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.

Brown & Brown Insurance Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Steve Farmer
NAME (PRINT OR TYPE)

Executive Vice President
TITLE

7/16/2024
DATE

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

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

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

Brown & Brown Insurance Services, Inc.
Company Name

Authorized Signature

Steve Farmer
Print Name

Executive Vice President
Title

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

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.

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.

Brown & Brown Insurance Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Stephen Farmer
NAME

Executive Vice President
TITLE

7/16/2024
DATE

Sample Policy Forms & Endorsements

	Page Number
Property, Equipment Breakdown, Inland Marine, Auto Physical Damage & Workers' Compensation	**77**
General Liability, EPL & Public Officials	**314**
Crime	**389**
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Professional Liability – EMT/Paramedic	**475**
TULIP	**514**
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AD&D – Police Officers & Firefighters	**699**
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AD&D - Volunteers	**776**

Property, Equipment Breakdown, Inland Marine, Auto Physical Damage & Excess Workers' Compensation

Public Risk Underwriters
Insurance Solutions for Public Entities

Public Risk Underwriters of Florida, Inc.
P O Box 958455, Lake Mary, FL 32795
321-832-1450

King Insurance Agency - TEST agency

PK FL1 TESTMUN 22-09
ZZZ, Town of

06/20/2023

Public Risk Underwriters of Florida, Inc. is pleased to provide you with the Coverage Agreement for ZZZ, Town of

Please review the document for accuracy and advise if you have any corrections or need further information.

As a reminder, you do not have any binding authority and any changes must be requested in writing. No coverage or change in coverage is bound without written confirmation from a representative of Public Risk Underwriters of Florida, Inc. This Coverage Agreement replaces and supersedes any previously issued Coverage confirmation.

Certificates of Insurance for the Preferred program may only be issued via the web-based OneShield portal. The web address is https://pru.oms.oneshield.com. Certificates may not be used to request changes of coverage. The retail agent is solely responsible for any information listed in the description section of the certificates. If you need assistance logging into OneShield, please contact your underwriter for support.

We appreciate the opportunity to offer this coverage to your client and if you have any questions or need further assistance please feel free to contact us.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY
AND IS NOT PART OF THE COVERAGE AGREEMENT

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

Administered By:
Public Risk Underwriters of Florida ®
P.O. Box 958455
Lake Mary, FL 32795-8455

TRUST:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement Number: PK FL1 TESTMUN 22-09

NAMED COVERED PARTY AND MAILING ADDRESS:
ZZZ, Town of

AGENT NAME AND ADDRESS:
King Insurance Agency - TEST agency
P.O. Box 2416
Daytona,FL,32114

AGREEMENT PERIOD: From: 10/01/2023 To: 10/01/2024
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	ANNUAL PREMIUM
Property and Inland Marine Coverage	**Included**
General Liability Coverage	**Included**
Law Enforcement Coverage	**Included**
School Leaders' and Employment Practices Liability Coverage	**Not Included**
Automobile Coverage	**Included**
Garage Keepers Coverage	**Included**
Public Officials and Employment Practices Liability Coverage	**Included**
Crime Coverage	**Included**
Excess Workers' Compensation Coverage	**Included**
Deadly Weapon Protection Coverage	**Included**
TOTAL ANNUAL PREMIUM	**$4,216.00**

FORMS APPLICABLE TO ALL COVERAGE PARTS:
See PGIT MN-002

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

COUNTERSIGNED 06/20/2023 **BY** Margaret E Grass
Date **Authorized Representative**

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **ZZZ, Town of**

AGREEMENT NO.: **PK FL1 TESTMUN 22-09**

Form Name	Form Number
Public Entity Common Agreement Declarations	PGIT MN-001 (10 19)
Public Entity Coverage Agreement Forms List	PGIT MN-002 (10 16)
Public Entity Common Agreement Conditions	PGIT MN-090 (10 19)
Public Entity Property and Inland Marine Coverage Part Declarations	PGIT MN-010 (10 21)
Public Entity Property - Property and Inland Marine Coverage Form	PGIT MN-104 (10 23)
Public Entity Property - Stated Value	PGIT MN-105 (10 23)
Public Entity Property - Flood Coverage	PGIT MN-107 (10 17)
Public Entity Property - Earth Movement Coverage	PGIT MN-109 (10 21)
Public Entity Property - Schedule of Deductibles	PGIT MN-122 (10 18)
Public Entity Equipment Breakdown Protection Coverage Form	PGIT MN-150 (10 22)
Public Entity Terrorism Coverage Endorsement	PGIT MN-198 (10 14)
Public Entity General Liability Coverage Part Declarations	PGIT MN-020 (10 18)
Public Entity General Liability - Coverage Form	PGIT MN-200 (10 19)
Public Entity General Liability - Preferred Endorsement	PGIT MN-203 (10 20)
Public Entity Communicable Disease Sublimit	PGIT MN-204 (10 20)
Public Entity General Liability - Employee Benefits Liability Coverage	PGIT MN-205 (10 13)
Public Entity General Liability - Deductible Liability Coverage	PGIT MN-206 (10 13)
Public Entity General Liability - Law Enforcement Liability Coverage	PGIT MN-208 (10 15)
Public Entity General Liability - Unmanned Aircraft Coverage	PGIT MN-212 (10 16)
Public Entity Excess Workers Compensation Coverage Part Declarations	PGIT MN-027 (10 13)
Public Entity Excess Workers Compensation Coverage Form	PGIT MN-250 (10 19)
Public Entity Public Officials and Employment Practice Liability Coverage Part Declarations	PGIT MN-025 (10 18)
Public Entity Public Officials Liability and Employment Practices Liability Coverage Form (CLAIMS MADE)	PGIT MN-500 (10 21)
Public Entity Cyber Liability Endorsement	PGIT MN-700 (10 23)
Public Entity Automobile Coverage Part Declarations	PGIT MN-030 (10 13)
Public Entity Automobile Coverage Form	PGIT MN-300 (10 19)
Public Entity Automobile Florida	PGIT MN-301 (10 13)
Public Entity Auto - Florida Uninsured Motorist Coverage - Non-Stacked	PGIT MN-303 (10 13)
Public Entity Auto - Deductible Liability Coverage	PGIT MN-306 (10 13)
Public Entity Auto-Florida Personal Injury Protection	PGIT MN-309a (10 19)
Public Entity Auto - Pollution Liability - Broadened Coverage For Covered Autos	PGIT MN-311 (10 13)
Public Entity Auto - Mutual Aid Endorsement	PGIT MN-312 (10 13)
Public Entity Auto - Garage Coverage Form	PGIT MN-361 (10 13)
Public Entity Deadly Weapon Protection Declarations	PGIT MN-040 (10 22)
Public Entity Deadly Weapon Protection Coverage Form	PGIT MN-400 (10 22)
Public Entity Crime Coverage Part Declarations	PGIT MN-080 (10 14)
Public Entity Government Crime Coverage Form	PGIT MN-820 (10 13)

Specimen

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PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

COVERED PARTY: **ZZZ, Town of**

AGREEMENT NO.: **PK FL1 TESTMUN 22-09**

Form Name	Form Number
Public Entity Auto and General Liability - Nuclear Energy Liability Exclusion Endorsement	**PGIT** MN-900 **(10 13)**
Public Entity Liability PFAS Chemicals Exclusion Endorsement	PGIT **MN-901** (10 23)
Public Entity Auto, General Liability and Property - Automatic Additional Covered Parties	**PGIT** MN-902 **(10 23)**
Public Entity Self Insured Retention Schedule and Endorsement	**PGIT MN-903 (10 21)**
Public Entity - Muni Inland Marine Schedule	
Public Entity Stop Loss Aggregate Schedule and Endorsement	PGIT **MN-905 (10** 13)
Public Entity - Muni Property Schedule	
Public Entity - Muni Auto Schedule	
Informational Contact	

Specimen

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PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:

   a.10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b.60 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.

   The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only be endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

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Print Date: 6/20/2023
Specimen

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Preferred Governmental Insurance Trust when Preferred Governmental Insurance Trust is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Preferred Governmental Insurance Trust on behalf of multiple members, payment to you for a covered loss will be reduced pro rata based on the amounts of covered loss by member.

The administrator for Preferred Governmental Insurance Trust will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

J. PREMIUMS

The first named Covered Party shown in the Declarations:

1. Is Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

K. SUBROGATION

1. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false, or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and make such investigation and defense of a covered claim as it deems necessary.

N. CONSENT TO SETTLE

1. The Trust shall not settle any claim without the written consent of the Public Entity. If the Public Entity

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Specimen

refuses to consent to a settlement or compromise recommended by the Trust and acceptable to the claimant, then the Trust's Limit of Liability under this Coverage Agreement with respect to such claim shall be reduced to the amount of damages for which the claim could have been settled plus all claims expenses incurred up to the time the Trust made its recommendation to the Public Entity, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of damages.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

5%	TIV per Occurrence/Per Location for "Named Storm" subject to minimum of $35,000 Per Occurrence
$5,000	Per Occurrence – All Other Perils – Building & Contents and Extensions of Coverage
Per Attached Schedule	Inland Marine

Covered Property

Total Insured Values - Stated Value Building and Contents - Per Schedule on file totaling	$1,750,000

Inland Marine

Blanket Unscheduled Inland Marine (Subject to $25,000 any one item excludes Watercraft)	$750,000
Scheduled Inland Marine	
Total All Inland Marine	$750,000

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE on form PGIT MN-104. These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extensions of Coverage	Limit of Liability
X	A	Accounts Receivable	$ 500,000 in any one occurrence
X	B	Animals	$ 5,000 Annual aggregate in any one agreement period
X	C	Buildings Under Construction	If shown on the Property Schedule
X	D	Debris Removal Expense	$ 250,000 or 25% of loss, whichever is greater, per occurrence
X	E	Demolition Cost, Operation of Building Laws and Increased Construction Cost	$ 500,000 in any one occurrence
X	F	Duty to Defend	Included
X	G	Errors and Omissions	$ 250,000 in any one occurrence
X	H	Expediting Expenses	$ 5,000 in any one occurrence
X	I	Fire Department Charges	$ 25,000 in any one occurrence
X	J	Fungus Cleanup Expense	$ 50,000 Annual aggregate in any one agreement period
X	K	Lawns, Plants, Trees and Shrubs	$ 25,000 in any one occurrence
	L	Leasehold Interest	$ 0 in any one occurrence
X	N	New Locations	$ 2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier
X	O	Personal Property of Employees	$ 50,000 in any one occurrence

Specimen

X	P	Pollution Cleanup Expense	$ 50,000 Annual Aggregate in any one agreement period
X	Q	Professional Fees	$ 20,000 in any one occurrence
X	R	Recertification	$ 10,000 in any one occurrence
X	S	Service Interruption Coverage	$ 100,001 in any one occurrence
X	T	Transit	$ 250,000 in any one occurrence
X	U	Vehicle Property Coverage	$ 1,000,000 in any one occurrence
X	V	Preservation of Property Coverage	$ 250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$ 150,000 in any one occurrence
X	X	Business Income	$ 500,000 in any one occurrence
X	Y	Additional Expense	$ 1,000,000 in any one occurrence

Sublimits of Coverage

Coverage	Deductibles	Limit
Earth Movement	$5,000	$1,000,000
Flood	$5,000 except for Zones A & V	$1,000,000
TRIA	$5,000	$1,000,000

Equipment Breakdown (Boiler & Machinery)

Coverage	Limit
Property Damage/ Loss of Business Income/ Additional Expense per accident	$1,750,000
Water Damage	$1,000,000
Ammonia Contamination	$1,000,000
Hazardous Substance Coverage	$1,000,000
Utility Interruption	$2,000,000
Spoilage Damage	$250,000
Ordinance or Law	$1,000,000
Expediting Expenses	$1,000,000
Data or Media	$250,000
Fungus, Wet Rot, Dry Rot	$15,000
Deductible	**Amount**
Equipment Breakdown	$5,000
Time Deductible	24 hrs

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Parts and made part of the coverage agreement at this time of issue: **See PGIT MN-002**

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words **you** and **yours** refers to the Named Covered Party shown in the Declarations. The words **we, us** and **ours** refers to the Trust providing this Coverage Agreement.

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to **covered property** as a result of an **occurrence,** unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between **you** and **us.** Coverage is provided at those locations and for those coverages and limits of liability shown on the **Schedule of the DECLARATIONS.** Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in **bold-faced type** have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

B. Coverages

We will provide the following coverages if they are marked with an **"X"**. Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an **actual cash value** basis for **Real Property, Inland Marine** and **Personal Property** unless **replacement cost** coverage is marked with an **"X"**.

(X) Real Property
(X) Replacement Cost
(X) Personal Property
(X) Replacement Cost
(X) Inland Marine
( ) Replacement Cost

C. Limits of Liability

Subject to all terms and conditions of the coverage agreement the most **we** will pay for all loss, damage or costs to **Real Property** and **Personal Property** in any one **occurrence** is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all **Real Property** and **Personal Property.** It is agreed that any location listed on the **Schedule of DECLARATIONS** with no value ($0) is not covered by the property coverage agreement.

Each sublimit stated in the DECLARATIONS, including the Extensions of Coverage, apply as part of, and not in addition to, the overall Total Insured Values coverage limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other covered interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

If covered under this Coverage Agreement, any sublimit for **earth movement** or **flood** is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If **flood** occurs in

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conjunction with a **named storm** or **earth movement**, the **flood** sublimit applies within and erodes the limit of coverage for that **named storm**.

SECTION II - COVERAGES

A. **We** will pay for **covered loss** to **your real property, inland marine,** or **personal property** only if marked with an "X" in **Section I B.** Coverages:

1. At the locations shown on the **Schedule of the DECLARATIONS,**

2. **Property in the open** within 1,000 feet of locations described in **1**;

3. With respects to Inland Marine, at or away from **your covered location.**

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion
Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. Any act of terrorism. For the purpose of this Coverage Agreement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **1.** and/or **2.** above. If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon **you.**

B. Biological or Chemical Materials Exclusion
This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. **Electronic Data** Exclusion
Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus)** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this Exclusion **electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
For the purpose of this Exclusion **computer virus** means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

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2. However, in the event that a peril listed below results from any of the matters described in paragraph **1.** above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement period to property covered by this Coverage Agreement directly caused by such listed peril:
Listed Perils:
a. Fire
b. Explosion

D. Electronic Date Recognition Exclusion
This Coverage Agreement does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not; or
2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not.
This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

E. Asbestos
1. This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril.**

This coverage is subject to each of the following specific limitations:

a. The said building or structure must be covered under this Agreement for damage by that **specified peril.**
b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
d. Coverage under this Agreement in respect of asbestos shall not include any sum relating to:

(1) any faults in the design, manufacture or installation of the asbestos;
(2) asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

F. **We** will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against,** that contributes to the loss at the same time or in any other sequence.
1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

a. Data or **software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields: or
b. Electronic data processing equipment caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 500 feet of the **covered location.**

2. Earth movement, whether sudden or gradual.
a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
b. This exclusion does not apply to **covered property** in transit.
c. This exclusion does not apply to **sinkhole collapse** or **volcanic activity.**

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3. **Flood**
   a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
   b. If covered electrical equipment requires drying out because of **flood, we** will pay for the direct expenses of such drying out.
   c. This exclusion does not apply to **inland marine,** or to **covered property** in transit.

4. **Pollution**

5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction

   Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

6. Seizure or destruction of **covered property** by government order.

   But **we** will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.

7. Nuclear reaction or nuclear radiation, or radioactive contamination;

8. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location.**

But if a **covered loss** ensues, **we** will pay for that loss.

G. **We** will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;
2. Shortage of property discovered on taking inventory;
3. Theft by employees, whether acting alone or with others;
4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;

   a. by **you;**
   b. by any proprietor, partner, director, officer, or employee of **yours;** or
   c. by any proprietor, partner, director or officer of any proprietorship, partnership, corporation, or association engaged by **you** to render any service or perform any act in connection with **covered property.**

5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

   But if a **covered loss** ensues, **we** will pay for that loss.

6. Delay, loss of market, loss of use, indirect or remote loss or damage;
7. Loss attributable to:
   a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
   b. Inherent vice, latent defect, or any quality in the **covered property** that causes it to damage or destroy itself;
   c. Smog, acid rain, agricultural smudging;
   d. Smoke, fumes, gas or vapor that result from industrial operations;
   e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
   f. Animals, birds, vermin, rodents or insects;
   g. Change or extremes in temperature or humidity, except damage to equipment;
   h. Contamination, shrinkage, change in taste, texture, finish or color.

   But if a **covered loss** ensues, **we** will pay for that loss.

8. Fungus

   We will not pay for loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus,** spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
   This exclusion applies regardless whether there is:

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a. any physical loss or damage to **covered property;**
b. any covered peril or cause, whether or not contributing concurrently or in any sequence;
c. any loss of use, occupancy, or functionality; or
d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, **J. Fungus** Cleanup Expense with respect to loss or damage by a cause of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

But if a **covered loss** ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

Data, electronic data processing equipment or **software** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or lack in design, specification, material or workmanship.

10. Explosion of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping; or,
c. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

11. Rupture, bursting, cracking, burning, or bulging of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping;
c. Hot water boilers or other equipment for heating water;
d. Pressure vessels; or,
e. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

12. Loss attributable to faulty, defective, or inadequate:
a. Construction, workmanship or material;
b. Maintenance;
c. Design, plan or specification;
d. Zoning compliance;
e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
f. Compliance with building codes.

But if a **covered loss** ensues, **we** will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks, or underwater conduit from:
a. Freezing and thawing;
b. Impact of watercraft;
c. Waves, or debris driven by waves;
d. Pressure or weight of ice or water, whether driven by wind or not; or
e. Sinking or settling.

14. **We** will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping / tanker incident and the ensuing oil spill.

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in PGIT MN-104, Section VII;

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2. Aircraft;
3. Property **you** sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property **you** transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. **Watercraft,** unless loss is from a **specified peril.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage,** or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at the time of loss.
13. Underground pipes, unless loss is at a **covered location** and from a **specified peril** other than collapse.
14. Dune walkovers, unless loss is at a **covered location** and from a **specified peril** other than collapse. No wind coverage is afforded for dune walkovers.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland Marine,** items not individually itemized on the schedule will be subject to a maximum valuation of:
   a. $250,000 per item for **Rented, Borrowed or Leased Equipment;** or
   b. $25,000 per item for all other classes of **Inland Marine**
3. On **Inland Marine** if the valuation type on the **Inland Marine** schedule is "agreed value" then item **1** and **2** above will not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible.
4. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at **actual cash value.**

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost,** computed at the time and place of the loss, if **replacement cost** is marked with an "**X**" in **Section 1.B.** Coverages unless otherwise indicated in this Coverage Agreement.
2. **We** will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, **we** will pay only the **actual cash value.**
   a. Our obligations for **replacement cost** will be the smaller of:
      (1) The cost actually and necessarily expended to repair the damaged property; or
      (2) The cost actually and necessarily expended to replace or rebuild with new materials of like size, kind and quality; or
      (3) The selling price on the date of loss of property, other than stock, offered for sale, less all **saved** expenses; or
      (4) The applicable **limit of liability.**

      We will not pay for any increase in cost due to **your** failure to use reasonable speed to repair, rebuild or replace the damaged property.

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If the replacement occurs at another location, **we** will not pay for the cost of land at either the original or the new location.

b. **We** will pay **replacement cost** for these types of property:

(1) Raw materials, supplies and other merchandise not manufactured by **you; and**

(2) Leasehold improvements in which **you** have an insurable interest.

c. For the following types of property **We** will pay; "agreed value" if the valuation type on the **Inland Marine** schedule is shown as agreed value; or **We** will pay the lesser of **actual cash value** or 110% of the value reported on the applicable schedule:

(1) Communications Equipment;

(2) Contractor's /Mobile Equipment;

(3) Fine Arts;

(4) Watercraft;

(5) Emergency Service Portable Equipment;

(6) Other Inland Marine;

(7) Rented, Borrowed or Leased Equipment;

(8) Vehicles scheduled under item U of the property extensions of coverage; or

(9) Blanket Unscheduled Inland Marine subject to $25,000 any one item

C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;

2. On finished goods manufactured by **you,** the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

3. On **Valuable Papers,** in case of loss, valuation shall be based on the lesser of:

a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or

b. The **limit of liability** shown in the DECLARATIONS, or

c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.

4. On **media, data,** programs or any **software** stored on electronic, electromechanical, electromagnetic **data processing equipment** or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any **data,** programs or **software** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $100,000 any one **occurrence,** incurred by **you** in recreating, gathering and assembling such **data,** programs or **software.** If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such **data,** programs or **software** to **you** or any other party, even if such **data,** programs or **software** cannot be recreated, gathered or assembled.

5. On exposed film, the value of the blank film.

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory

We will pay for a **covered loss** during the **Coverage Agreement period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;

2. Being moved on land or in the air within the United States of America or;

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3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by **us** and which becomes a part of this Coverage Agreement.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Agreement is void in any case of fraud by **you** as it relates to this Coverage Agreement at any
time. It is also void if **you** or any other Covered Parties, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Agreement;
2. The **covered property;**
3. **Your** interest in the **covered property;** or
4. A claim under this Coverage Agreement.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, **we** may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. **You** may, at **your** expense:

1. Stamp “salvage” on the merchandise or its containers; or,
2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. **You** must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to **us.**

H. No Benefit to Bailee

No person or organization, other than **you**, having custody of **your covered property,** will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against **us** unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate **limit of liability** or sublimits of liability, **we** will pay for a **covered loss** without reducing any other applicable **limit of liability** or sublimits of liability.

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K. Your duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;

2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;

3. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;

4. Take all reasonable steps to protect the **covered property** from further damage

5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;

6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;

7. Keep an accurate record of all repair costs;

8. Keep all bills, receipts and related documents that establish the amount of loss;

9. As often as may reasonably be required:

(a) Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.

(b) Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.

(c) Permit **us** under oath to question **you** and any of **your** agents, employees, or representatives involved in the purchase of this coverage or the preparation of **your** claim, and verify **your** answers with a signed acknowledgment.

10. Submit to **us,** within ninety (90) days from the date of loss, unless **we** extend the time in writing:

(a) A signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:

(1) The time and cause of the loss;

(2) **Your** interest and the interest of all others in the property involved;

(3) Any other policies of insurance that may provide coverage for the loss;

(4) Any changes in title or occupancy of the property during the **coverage agreement period** and;

(5) The amount of **your** claimed loss.

(b) You shall also submit with the Proof of Loss:

(1) The inventory referred to in **K.6**.

(2) The records specified in **K.7.** and **K.8**;

(3) Specifications for any damaged buildings and;

(4) Detailed estimates for the repair of any damages.

11. Cooperate with **us** in the investigation and adjustment of the loss.

12. Requirements for a Claim, Supplemental Claim or Reopened Claim for Loss or Damage Caused by Hurricane or Windstorm:

(a) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Form within three (3) years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.) This provision concerning time for submission of claim, supplemental claim or

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reopened claim does not affect any limitation for legal action against us a provided in this Coverage Form under the Suit condition, including any amendment to that condition.

L. Appraisal

1. If **you** fail to agree with **us** on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after **our** receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for appraisal.
2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, **you** or **we** may petition a judge of a court of record in the state where the **covered loss** happened, to select an umpire.
3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to **you** and **us,** the amount they agree on will be the amount of **our** payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.
4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by **you** and **us.**

M. **Our** Options

At **our** option, **we** will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If **we** elect to repair or replace the **covered property**, **we** will notify **you** of that decision within sixty (60) days of **our** receipt of **your** proof of loss. **We** will, at **our** option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with **you** except as provided in Condition **S.** Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that **you** hold **we** will have the right to adjust that loss or damage with the owners of that property. **Our** payment to the owners will fully satisfy any claim of **yours** for damage to that property.

O. Collection from Others

Payment to **you** for a **covered loss** will be reduced to the extent **you** have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within thirty (30) days after **we** receive and accept the signed, sworn Proof of Loss, if:

1. **You** have complied with all the terms of this Coverage Agreement;
2. **We** have reached agreement with **you** on the amount of **covered loss,** or
3. An appraisal award is made as provided for in Condition **L**. Appraisal.

Q. Recovered Property

If either **you** or **we** recover any **covered property** after **we** have paid for its loss, that party must give the other prompt written notice of the recovery. If **we** recover the **covered property, we** will return it to **you,** if **you** so request. **You** must then return the amount **we** paid to **you** for it.

If **you** recover the **covered property, you** may either keep it or surrender it to **us.** If **you** choose to keep it, **you** must return the amount **we** paid to **you** for it.

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R. Pair, Set or Parts

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss;** or
2. The difference between the value of the pair or set before and after the **covered loss.**

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, **we** will pay only for the lost or damaged part.

S. Mortgage Holders

1. **We** will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:

   (a) Pays any premium due under this Coverage Agreement at **our** request;
   (b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
   (c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder. All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.

4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:

   (a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and

   (b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.

   In the event of a **covered loss, we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us,** and **you** will pay **your** remaining mortgage debt to **us.**

5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you.**
6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both **you** and a loss payee have an insurable interest, **we** will:

1. Adjust the **covered loss** with **you;** and,
2. Make payment for the **covered loss** to **you** and the loss payee jointly, as their interests may appear.

U. Inspection

1. During the period of this Coverage Agreement, **we** will be permitted, but not obligated, to inspect the **covered property.** Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that the **covered property** is safe, healthful, or in compliance with laws, regulations, codes or standards.
2. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

Specimen

We will have no liability to **you** or others because of any inspection or failure to inspect.

V. Vacancy Provision
If the building where a **covered loss** occurs has been vacant for more than ninety (90) consecutive days before that loss or damage occurs:

1. We will not pay for any loss or damage caused by any of the following even if they are **perils insured against**:
- **(a)** Vandalism;
- **(b)** Sprinkler leakage, unless the system has been protected against freezing;
- **(c)** Building glass breakage;
- **(d)** Water Damage;
- **(e)** Theft; or
- **(f)** Attempted theft.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "**X**" in the DECLARATIONS, **we** will not pay more than **our** proportion of the applicable **limit of liability** shown on the Property and Inland Marine Coverage Part Declaration for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. **We** will pay the following expenses directly resulting from a **covered loss** to **your** records of accounts receivable at a **covered location:**

- **(a)** Amounts due **you** from customers that **you** are unable to collect;
- **(b)** Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;
- **(c)** Collection expense above **your** normal collection expense; and,
- **(d)** Reasonable expenses **you** incur to re-establish **your** records of accounts receivable.

2. **Amount of Loss**

- **(a)** If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated in the following manner:
  - **(1)** **Your** average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.
- **(b)** The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:
  - **(1)** Balances for accounts not damaged or affected by the loss;
  - **(2)** Amounts of accounts **you** are able to re-establish and collect;
  - **(3)** An allowance for bad debts **you** are not normally able to collect.
  - **(4)** All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and **we** will not pay for:
- **(a)** Any loss that requires an audit or inventory to establish its existence;
- **(b)** Any fraudulent, dishonest or criminal act done by:
  - **(1)** Anyone entrusted with the **covered property,** including their employees and agents; or
  - **(2)** Anyone having an interest in the **covered property.**

  This exclusion does not apply to the acts of a carrier for hire;
- **(c)** Bookkeeping, accounting, or billing errors or omissions;

Specimen

(d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or

(e) Taxes or Bond revenue.

4. For the purposes of this extension, the following additional conditions apply:

(a) When **you** are not open for business, or when **you** are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.

(b) When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** loss.

(c) When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

B. Animals

We will pay for all owned animals killed in a **covered loss** at a **covered location. We** will also pay for the in-line of duty death of a certified police canine or horse owned by **you**.

Your deductible for this extension is the lower of $500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

C. Buildings Under Construction

We will pay for any one **occurrence** for insured physical loss or damage to **your** buildings that are under construction. **Your** schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:

1. New buildings being erected at a **covered location;**

2. Additions to any buildings already covered under this agreement; or

3. Renovations to any buildings included in the schedule.

4. New buildings being erected at sites other than a **covered location,** subject to final contract value any one construction project limit of $25,000,000.

D. Debris Removal Expense:

1. **We** will pay for the expense to remove the debris from a **covered loss** at a **covered location. We** will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period,** whichever is earlier.

2. **We** will pay for expenses to remove from **covered locations** storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from **your** location(s).

3. Debris removal expense does not include any costs to clean up or remove:

(a) **pollutants;**

(b) asbestos; or

(c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations.**

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss, we** will pay:

(a) Demolition Cost:

Specimen

The cost incurred to demolish all or part of **your covered Real Property,** including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

(b) Operation of Building Laws:

The cost **you** incur to rebuild at the same location any undamaged part of **your Real Property,** which is required by law to be demolished after a **covered loss. We** will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

(c) **Increased Construction Cost:**

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

(d) **We** will not pay for any:

(1) Of these costs unless they are incurred within two (2) years from the date of loss.

(2) Loss due to any law or ordinance that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with.

(3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution.**

F. Duty to Defend

We will defend that part of any suit against **you** involving personal property of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the **personal property** of others; and

2. The physical loss or damage is caused by a **peril insured against;** and

3. The physical loss or damage takes place while the **personal property** of others is in **your** custody; and

4. The personal property of others is the type of property covered by this **Coverage Agreement.**

We will do so even if such suit is groundless, false, or fraudulent, but **we** may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as **we** deem appropriate.

G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, **we** will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by **us,** provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.

2. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

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1. **We** will pay, in the event of a **covered loss,** for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation.

2. **We** will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges **you** incur when an outside fire department is called to save or protect **covered property** from a **covered loss.**

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the **fungus,** wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence,** and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence.**

   (a) A covered loss other than fire or lightning; or

   (b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.

2. Under conditions described in **1**. above, **we** will pay for loss or damage by **fungus,** wet or dry rot, or bacteria. As used in this coverage, the term damage means:

   (a) Direct physical loss or damage to covered property caused by **fungus,** wet or dry rot, or bacteria, including the cost of removal of **fungus,** wet or dry rot, or bacteria;

   (b) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungus,** wet or dry rot, or bacteria; and

   (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus,** wet or dry rot, or bacteria are present.

3. Regardless of the number of claims, the limit shown in the Declarations is the most **we** will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage Agreement Period. **We** will not pay more than this amount even if the **fungus,** wet or dry rot, or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.

4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.

5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants.**

6. **Fungus** Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril,** excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought.

We will not pay more than the lesser of the following:

1. The applicable **limit of liability** shown on the Extension of Coverages Property part on the DECLARATIONS; or

2. The amount of the total value of the building and contents at that **covered location.**

L. Leasehold Interest:

We will pay for loss of covered leasehold interest **you** sustain due to the cancellation of **your** lease. The cancellation must result from a **covered loss** to a **covered location.** Covered leasehold interest means the following:

The difference between:

Specimen

1. The rent **you** pay at the described premises including taxes, insurance, janitorial or other service that **you** pay for as part of the rent; and
2. The rental value of the described premises that **you** lease.

The most **we** will pay for loss because of the cancellation of any one lease is **your** covered leasehold interest at the time of loss. **Your** covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

N. New Locations:

New Locations are covered for coverages marked with an "**X**" in **Section I.B. Coverages** of PGIT MN-104 Property and Inland Marine Coverage Form and coverages provided by endorsement for the first sixty (60) days after the date of acquisition. During that period, the **covered party** shall submit to **us** a written report stating the location, occupancy, the full **replacement cost,** including Loss of Business Income and any other Time Element Values for the location, and other coverage in force at that location. If **we** do not receive and accept that report within sixty (60) days, the coverage for that Location shall cease at the end of the coverage period stated above.

Property newly constructed by the **covered party** during the **coverage agreement period** does not qualify under this paragraph unless the construction project complied with the terms of Extension of Coverage Item **C.**

Upon notification to and acceptance by **us** any **New Location,** the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. **We** shall be permitted but not obligated to inspect the **New Location.** During the current Coverage Agreement period, **we** will not charge an additional premium for **new locations** if the value of a **new location or the total value of all** new **locations** at the same physical address that are acquired or newly constructed during the coverage agreement period is less than $15,000,000 and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then premium is due at the time the location is added.

O. Personal Property of Employees:

1. **We** will pay for loss by a **peril insured against** to the **Personal Property** (other than automobiles) of **your** employees when such property is at a **covered location** or being used by the employee in the course of employment.
2. **We** will not pay for any loss to such property that occurs at the employee's residence.

With respects to this extension, volunteers are not considered employees and there is no coverage for **Personal Property** of volunteers.

P. Pollution Cleanup Expense:

1. **We** will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril.**
2. If **pollution** results from a **peril insured against, we** will pay:
   (a) To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location;** or,
   (b) For testing performed in the course of extracting the **pollutants** from **covered locations.**

We will pay for removal or testing after a **covered loss** that occurs during the **coverage agreement period.**

We will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered** loss or the end of the **coverage agreement period,** whichever is earlier.

Q. Professional Fees:

1. **We** will pay for the reasonable costs **you** incur, for auditors and accountants who undertake to accurately determine the details of **your** business in order to determine the extent of a **covered loss.**
2. Professional fees do not include:
   (a) any fees or expenses of attorneys;

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(b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities;

(c) fees based on a contingency; or

(d) the cost of **your** own employees.

R. Recertification of Equipment

We will pay the necessary costs or expenses **you** incur to recertify portable firefighting, ambulance or rescue -related scheduled **inland marine you** own, when such equipment is damaged in a **covered loss.**

S. Service Interruption Coverage

In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), **we** will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas or refrigeration.

However, **we** will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit

We will pay for loss to **your** covered **personal property** or **inland marine** while in transit, including **your** covered **personal property** in the custody of messengers or salespeople.

U. Vehicles as Scheduled Property

We will pay for loss to **your** vehicles, when damaged by a **covered loss,** regardless of the location. The Named Storm deductible from PGIT MN-122 applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of property insured shall be added to the total physical loss and/or physical damage amount otherwise payable under the Coverage Agreement but without increasing the applicable limits or sublimits of liability stated in the Coverage Agreement. There must be an actual physical loss to the building or structure at the scheduled location in order for this coverage to apply.

W. Property at Miscellaneous Unnamed Locations

We will pay for a **covered loss** to **property at miscellaneous unnamed locations** that were unintentionally omitted from the most recent **Schedule of the DECLARATIONS** subject to the limit shown on the Declarations. The limit shown in the Declarations is the maximum amount of indemnity for any one occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement Inception.

X. Your Loss of Business Income

a. We will pay for the actual loss of Business Income **you** sustain due to the necessary suspension of **your** operations during the period of restoration. The suspension must be caused by:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed fourteen (14) consecutive days from the date of the action.

(3) physical prevention of ingress to or egress from a **covered location** due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed (14) consecutive days from the date of the action.

Specimen

and for which a **Business Income** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual **loss** of **business income,** consideration must be given to:

(1) The experience of the business before the loss and the probable experience after the loss;

(2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;

(3) The demonstration of an actual loss of sales or income; and

(4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to **your** regular customers.

d. We will not pay unless **you** are wholly or partially prevented from:

(1) producing goods; or

(2) continuing business operations or services.

e. You are required to mitigate **your** loss by:

(1) Making up lost production within a reasonable period of time not limited to the **period of restoration.**

(2) Continuing business operations or services during the **period of restoration.**

(3) Using any property or service:
(i) owned or controlled by **you;** or
(ii) obtainable from any other sources.

(4) Working extra time or overtime.

(5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. We will not pay for:

(1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:
(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
(ii) planned or rescheduled shutdown or maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a **covered loss.**

(2) Any increase in loss due to:
(i) suspension, cancellation or lapse of any lease, contract, license, or order.
(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(3) Any consequential, indirect, or remote loss.

(4) Any loss resulting from damage to:
(i) finished goods manufactured by **you;** nor for the time required for their reproduction.
(ii) property in transit.

(5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most **we** will pay for a loss under this coverage is the lesser of:

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(1) **Your** actual **loss** of **business income** and **necessary expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

Y. Additional Expense

a. **We** will pay the actual and necessary Additional Expense **you** sustain due to:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed fourteen (14) consecutive days from the date of the action.

and for which an **Additional Expense** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. **We** will also pay **Additional Expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

d. Coverage for **Additional Expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic **data,** or any loss or damage to electronic **data.**

e. **We** will not pay for:

(1) Loss of **Business Income**

(2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.

(3) The cost of permanent repair or replacement of property that has been damaged or destroyed.

(4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:

(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
(ii) planned or rescheduled shutdown or Maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a **covered loss.**

(5) Any increase in loss due to:

(i) suspension, cancellation or lapse of any lease, contract, license, or order.
(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(6) Any consequential, indirect, or remote loss.

(7) Any loss resulting from damage to:

(i) finished goods manufactured by **you;** nor for the time required for their reproduction.
(ii) property in transit.

(8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

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f. The most **we** will pay for a loss under this coverage is the lesser of:

(1) Your actual **Additional Expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

SECTION VIII - DEFINITIONS

A. Accident means a fortuitous event that causes direct physical damage to **covered equipment.** The event must be one of the following

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;
3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
5. An event inside hot water boilers or other heating equipment that damages such equipment; or
6. Bursting, cracking or splitting.

B. Actual cash value means **replacement cost** less deduction for depreciation.

C. Additional Expense means necessary expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
2. Minimize the suspension of business if **you** cannot continue operations.

D. Business income means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;
2. Continuing normal operating expenses incurred, including payroll.

E. Coverage agreement period means the time during which coverage is provided by this Coverage Agreement.

F. Covered Equipment means the following unless specified otherwise in an endorsement to this Coverage Agreement:

1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment.**
2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

G. Covered location means those locations shown on the **Schedule of the DECLARATIONS** or on the Schedule of any endorsement to this Coverage Agreement.

H. Covered loss or **loss** means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.

I. Covered property means property covered by this Coverage Agreement.

J. Data means any information recorded on **media** and used in **your** processing operations.

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K. Earth movement, whether natural or man-made, includes but is not limited to:

1. Earthquake;
2. Landslide;
3. Mudflow; or
4. Sinking, rising or shifting of the earth.

L. Effective Date means the day and time at which the coverage provided by this Coverage Agreement begins.

M. Flood means: rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer backup resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:

1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**

N. Fungus means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

O. Inland Marine means scheduled:

1. **Communications Equipment - your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.
2. **Contractor's/Mobile Equipment - your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.
3. **Electronic Data Processing Equipment - your** programmable electronic equipment that is used to store, retrieve and process **data,** as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.
4. **Emergency Service Portable Equipment - your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft.**
5. **Fine Arts - your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.
6. **Other Inland Marine - your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
7. **Rented, Borrowed or Leased Equipment** - items in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
8. **Valuable Papers - your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
9. **Watercraft - your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
10. **Blanket Unscheduled Inland Marine - your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of $25,000.

P. Limits of liability means the maximum amount **we** will pay for a **covered loss.**

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Q. **Media** means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment.**

R. **Named Storm** means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center, or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence.**

S. **Necessary expenses** means expenses in excess of normal operating expenses, **you** incur in reducing your loss of **business income. We** will not pay more than **we** would pay if **you** had been unable to make up lost production or continue operations or services.

T. **New locations** means:

1. **Real Property you** purchase or rent including **Personal Property** at that location;
2. **Real Property you** begin to build; or
3. **Inland Marine you** purchase.

after the **effective date** of this Coverage Agreement.

U. **Occurrence** means a sudden, identifiable, fortuitous event that result in a **covered loss** or series of events directly resulting from a **covered loss.**

V. **Over the road coverage** means while vehicle is being driven or is in the course of traveling from one location to another.

W. **Peril(s) insured against** means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. **Period of restoration** means:

1. For buildings and equipment, the period of time which:
   - **(a)** starts at the time of a **covered loss** and,
   - **(b)** ends when using reasonable speed, the building and equipment could be:
     - **(1)** repaired or replaced; and
     - **(2)** made ready for operations;

   under the same or equivalent physical and operating conditions that existed prior to the damage.
   - **(c)** For buildings under construction:
     - **(1)** **We** will apply the time period defined in **1**. above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and
     - **(2)** **We** will give consideration to the actual experience of the business after completion of the construction and start-up.
2. For stock in-process and mercantile stock, including finished goods not manufactured by **you,** the time required using reasonable speed:
   - **(a)** To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
   - **(b)** To replace physically damaged mercantile stock.
3. For raw materials and supplies, the period of time:

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(a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but

(b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.

4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

5. The time required using reasonable speed to restore the physically damaged or destroyed **data,** programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The period of restoration does not include any additional time due to **your** inability to resume operations for any reason, including but not limited to:

(a) Making changes to equipment.

(b) Making changes to the buildings, or structures, except as provided in the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form in Section VII Extensions of Coverage included in this Coverage Agreement.

(c) Restaffing or retraining employees.

(d) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants.**

The expiration of this Coverage Agreement will not terminate the period of restoration. The period of restoration will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement

Y. Personal property means:

1. Personal Property **you** own;

2. Improvements and betterments **you** have made in buildings **you** do not own;

3. Your legal liability to the owner of Personal Property in **your** custody for physical damages to that property resulting from **a covered peril** under this Coverage Agreement.

Z. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

AA. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants.**

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open-air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches, and playground equipment.
6. Property in the open is limited to buildings, structures or real property that are related to or incidental to the normal operation of and are within 1,000 feet of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us.**
7. Property in the open does not include unscheduled signs which are not attached to buildings.

CC. Real Property means buildings and any other above ground structure, including:

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1. Attached additions, extensions, permanent fitting or fixtures; and
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.
4. **Real Property** does not include guardrails or traffic barriers.

DD. Replacement cost means the cost to replace **covered property:**
1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair, or use.

EE. Schedule of the DECLARATIONS is the schedule of values reported to and on file with **us,** or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. Sinkhole collapse means loss to **covered property** resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.

GG. Software means programs stored on **media** that instruct **electronic data processing equipment** how to process **data.**

HH. Specified perils means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for **Watercraft** while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for underground pipes and for **Watercraft** while in the water; or
13. Theft, except for **Watercraft** while in the water.

II. Volcanic activity means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;
2. Ash, dust, or particulate matter all resulting from volcanic blast;
3. Lava flow. All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single occurrence.

JJ. We, us and **our(s)** means the Trust issuing this agreement, as shown on the DECLARATIONS.

KK. Wind means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. You and **your(s)** mean the named covered party shown on the DECLARATIONS

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MM. Property at Miscellaneous Unnamed Locations means any unscheduled miscellaneous **real property** situated within the policy territory that does not have an official designated address and does not fit the definition of a **New Location** under the terms of this coverage agreement.

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PUBLIC ENTITY PROPERTY

FLOOD COVERAGE

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.3.

A. **We** will pay for direct physical loss to **covered property** caused by **flood**.

All **flood** losses within a continuous 72-hour period will be considered a single **occurrence.** The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability.**

1. The most **we** will pay for any one **occurrence** of **flood** loss in any one **coverage agreement period** within a state or at a Location shown on the Schedule of this endorsement will be our proportion of the limit of liability shown in the Schedule of this endorsement.

Schedule

State or location	Limit of Liability
FLORIDA	**See DECLARATIONS**
ALL OTHER STATES	**No Coverage**

2. The most **we** will pay for all **flood** losses during any one **coverage agreement period** is $100,000,000. This amount is the most we will pay for all aggregate claims for flood losses by all members of the trust. It is not a per member maximum.

C. FLOOD DEDUCTIBLE

$2,500 any one occurrence except;
Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes and suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location, whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

In the event of a Flood both the Flood deductible and the Special Flood Deductible apply, then the Flood Deductible of $2,500 any one occurrence will apply to locations not designated within **Flood Zones A and V** (and prefixes and suffixes thereof), and the Special Flood Deductible will apply to locations within **Flood Zones A and V** (and prefixes and suffixes thereof).

D. ADDITIONAL DEFINITIONS

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classification of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within A Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classification of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.

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PROPERTY- EARTH MOVEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.2.

A. **We** will pay for direct physical loss to **covered property** caused by sudden **earth movement.**

All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence.** The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability.**

1. The most **we** will pay for any one occurrence for **earth movement** loss is shown in the DECLARATIONS.

2. The most we will pay for all **earth movement** losses during any one **coverage agreement period** is $100,000,000. This is the most we will pay for all aggregate claims for **earth movement** losses by all members of the Trust. It is not a per member maximum.

C. **Earth movement** coverage under this endorsement does not apply to any underground piping, wiring, sewers, or any other conduit.

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PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

A. Deductible(s)
Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, **we** will not pay unless a **covered loss** from any one **occurrence** exceeds the amount shown on this form or any endorsement. **We** will then pay for the excess, up to any other applicable **limit of liability.** If a **covered loss** involves two or more deductibles, **we** will only use the largest of the applicable deductibles, except in respect to Flood, where both the Flood deductible and Special Flood deductible can apply to the same Flood event, or unless shown differently on this form or any endorsement.
2. **Earth Movement** Deductible
   a. **We** will not pay for an **earth movement** loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form PGIT MN-109 unless the loss exceeds deductible shown on the Earth Movement Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence.**
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Earth Movement Schedule

State or Location	Flat Deductible	Percentage Deductible
Florida	See DECLARATIONS	See DECLARATIONS

3. **Flood** Deductible
   a. **We** will not pay for a **flood** loss within a state or at a location shown on FLOOD COVERAGE form PGIT MN-107 until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Flood Schedule

State, Flood Zone, or Location	Flat Deductible
Florida	See DECLARATIONS and PGIT MN-107

4. **Named Storm** Deductible
   a. **We** will not pay for a **named storm** event loss until the loss exceeds deductible shown in the DECLARATIONS. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.

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b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

c. Deductible applies per location, as defined by each itemized listing on the applicable schedule.

d. For any Blanket Coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the Total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.

e. **Loss** of **Business Income,** when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of actual **Loss** of **Business Income.**

Example:

5.0% Named Storm Deductible
$100,000 Loss of Business Income Limit

Location #1	Total Insured Value = $100,000
Location #2	Total Insured Value = $200,000
Location #3	Total Insured Value = $300,000
Location #4	Total Insured Value = $400,000

Assume a Named Storm caused the following covered loss:

Location #1	$ 0
Location #2	$20,000
Location #3	$ 5,000
Location #4	$25,000
Loss of Business Income	$10,000

The Loss of Business Income would be allocated 40% to Location #2, 10% to Location #3, and 50% to Location #4 yielding:

Location	Deductible	Adjusted Loss	Payable
#2	$10,000	$20,000 + $4,000 = $24,000	$14,000
#3	$15,000	$5,000 + $1,000 = $6,000	$ 0
#4	$20,000	$25,000 + $5,000 = $30,000	$10,000
TOTAL	$24,000		

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PUBLIC ENTITY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

Words and phrases that appear in quotation marks have special meaning. Refer to **F.** Equipment Breakdown Coverage Definitions. These definitions supersede those in PGIT MN-104 as regards this endorsement.

A. Equipment Breakdown Coverage Agreements

1. Equipment Breakdown – Covered Cause of Loss
Covered Cause of loss is a "Breakdown" to "**Covered Equipment.**"

2. Coverages Provided

Each of the following coverages is provided if either a limit or the word Included is shown for that coverage in the DECLARATIONS. If neither a limit nor the word Included is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to "**Covered Property**" located at the premises described in the DECLARATIONS.

b. Expediting Expenses

With respect to direct damage to "**Covered Property,**" **we** will pay for the extra cost **you** necessarily incur to:

(1) Make temporary repairs; and

(2) Expedite the permanent repairs or replacement of the damaged property.

c. **Loss** of **Business Income**

(1) The coverage as otherwise provided by **Section II – Coverages,** paragraph **B.** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Loss** of **Business Income** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration."**

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

d. **Additional Expense**

(1) The coverage as otherwise provided by **Section II – Coverages,** Item B.2 **Additional Expense** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Additional Expense** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration.**"

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

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e. Spoilage Damage

(1) **We** will pay for:

(a) **Your** loss of "perishable goods" due to spoilage;

(b) **Your** loss of "perishable goods" due to spoilage that is caused by or results from an interruption in utility services that is the direct result of a "breakdown" to "**covered equipment**" that is owned by a utility, landlord, or other supplier with whom **you** have a contract to provide **you** with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. Coverage for such loss will begin 24 hours after the time the "breakdown" causes the interruption of the utility service; or

We will also pay any necessary expense **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If **you** are unable to replace the "perishable goods" before its anticipated sale, the amount of **our** payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses **you** otherwise would have had. Otherwise **our** payment will be determined in accordance with the Valuation provision of this Endorsement.

f. Utility Interruption

If **you** have coverage for **Loss** of **Business Income Additional Expense** that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

(1) The interruption is the direct result of a "Breakdown" to "**Covered Equipment"** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes, or provides utility services which **you** receive;

(2) The "**Covered Equipment**" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to **your** premises; and

(3) The interruption of utility services to **your** premises lasts at least the consecutive period of time shown in the DECLARATIONS as the Time Deductible. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

g. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises **you** have purchased or leased. This coverage begins at the time **you** acquire the property and continues for a period not exceeding 90 days, under the following conditions:

(1) **You** must inform us, in writing, of the newly acquired premises as soon as practicable;

(2) **You** agree to pay us an additional premium as determined by us;

(3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other covered premises; and

(4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

h. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increase in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown" which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of the "Breakdown":

(1) **We** will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

(b) **Your** actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and

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(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

a. The same premises or on another premises if **you** so elect. However, if **you** rebuild at another premises, the most **we** will pay is the increased cost of construction that **we** would have paid to rebuild at the same premises; or

b. Another premises if the relocation is required by the ordinance or law. The most **we** will pay is the increased cost of construction at the new premises.

(2) **We** will not pay for any:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance or law that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with;

(d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or

(e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

(a) The building or structure is damaged by a "Breakdown" that is covered under this agreement;

(b) There is other physical damage that is not covered under this agreement; and

(c) The building damage in its entirety results in enforcement of ordinance or law;

then **we** will not pay the full amount of the loss under this coverage. Instead, **we** will pay only that proportion of such loss, meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Endorsement and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Endorsement even if the building has also sustained damage by a covered "Breakdown."

i. Errors and Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

(1) Any error or unintentional omission in the description or location of property as insured under this Endorsement or any subsequent amendments;

(2) Any failure through error to include any premises owned or occupied by **you** at the inception date of this Agreement; or

(3) Any error or unintentional omission by **you** that results in cancellation of any premises insured by this Endorsement.

No coverage is provided as a result of any error or unintentional omission by **you** in the reporting of values or the coverage **you** requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The agreement premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

j. "**Data**" or "**Media**" Coverage Extension

(1) If "**Media**" is damaged or "**Data**" is lost or corrupted as a direct result of a "Covered Cause of Loss" and such "**Media**" or "**Data**" is located at a premises shown in the DECLARATIONS, **we** will pay the actual cost to:

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(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(2) If **you** have selected to **Loss of Business Income** or **Additional Expense** Coverage, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:

(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(3) There shall be no coverage for any loss or expense incurred due to damaged **"Media**" or lost or corrupted "**Data**" if the "**Data**" or "**Media**" cannot be replaced, recreated or restored. To the extent that electronic **data** is not replaced, recreated or restored, the loss will be valued at the cost of replacement of the **media** on which the electronic **data** was stored, with blank **media** of a substantially identical type.

k. "Fungus," Wet Rot and Dry Rot Coverage Extension

(1) Property Damage

(a) **We** will pay for loss or damage by "**Fungus**," wet rot, or dry rot only when the **"Fungus**," wet rot, or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the Agreement period. As used in this Coverage, the term loss or damage means:

Direct physical loss or damage to **"Covered Property"** caused by **"Fungus,"** wet rot, or dry rot including the cost:

(i) To treat, contain, or remove the **"Fungus,"** wet rot, or dry rot;

(ii) To dispose of the **"Fungus,"** wet rot, or dry rot;

(iii) To tear out and replace any **"Covered Property"** as needed to gain access to the **"Fungus,"** wet rot, or dry rot; and

(iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **"Fungus,"** wet rot, or dry rot is present.

(b) Limit

(i) The most **we** will pay for coverage provided under this Coverage is the amount shown in the declarations for this section per **Covered Location** per 12-month period starting with the **effective date** of this Agreement. With respect to a particular **occurrence** of loss which results in **"Fungus,"** wet rot, or dry rot, **we** will not pay more than such limit even if the **"Fungus,"** wet rot, or dry rot continues to be present or active or recurs in a later agreement period.

(ii) If **"fungus,"** wet rot, or dry rot results from damage by water as otherwise covered under this Endorsement, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Coverage.

(iii) If **"fungus,"** wet rot, or dry rot results from a "Covered Cause of Loss" other than water, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Coverage.

(2) Loss of Business Income or **Additional Expense**

(a) If **you** have selected the **Loss** of **Business Income** Coverage or **Additional Expense** Coverage, the applicable coverage is extended to cover the additional loss caused by the presence of **"Fungus,"** wet or dry rot as identified in paragraph **k.(1)(a)** above.

(b) Coverage identified in **k.(2).(a)** above is limited to 30 days. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Coverage for **Loss** of **Business Income** and **Additional Expense.**

l. "Portable **Covered Equipment**"

If there is a limit shown for **Portable Covered Equipment** in the DECLARATIONS that is the most we will pay for loss or damage to "Portable **Covered Equipment**" caused by a Covered Cause of Loss while such equipment is away from the premises described in the DECLARATIONS. If no limit is shown in the Declarations the maximum limit we will pay is $50,000.

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B. Equipment Breakdown Coverage Exclusions

With regard to the Coverage provided by this Endorsement only, the following Exclusions apply:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; **sinkhole collapse;** volcanic action; or any other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War or Military Action

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by **wind** or not;

b. Mudflow or mudslides; or

c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Covered Cause of Loss." The most **we** will pay for such water damage is the Limit of Coverage showing in the DECLARATIONS for Water Damage Limitation.

6. Delay, interruption of business, loss of use or loss of market except as provided in **Loss** of **Business Income, Additional Expense,** or Utility Interruption coverage.

7. Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, **we** will pay for direct loss or damage caused by an explosion of **"Covered Equipment"** of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part;

a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or

b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. Explosion within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. Fire or combustion explosion including those that:

a. Result in a "Covered Cause of Loss";

b. Occur at the same time as a "Covered Cause of Loss"; or

c. Ensue from a "Covered Cause of Loss."

11. "Fungus," Wet Rot, and Dry Rot

Presence, growth, proliferation, spread or activity of **"fungus,"** wet rot, or dry rot, except as provided under **A.2.k. "Fungus,"** Wet Rot, And Dry Rot Coverage. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

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12. **"Electronic Vandalism"**
13. Any indirect loss, including damage due to spoilage, following a "Covered Cause of Loss" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, Utility Interruption Coverage or Spoilage Damage Coverage.
14. Neglect by **you** to use all reasonable means to save and preserve **"Covered Property"** from further damage at and after the time of loss.
15. Ordinance or Law

    Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of **"Covered Property,"** except as provided under Coverage Extensions and Limitations **A.2.h.** However, the words 'use' and 'operation' shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any premises shown in the DECLARATIONS, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.
16. A "Breakdown" that is caused directly or indirectly by Hail or Windstorm.
17. **Specified Perils:** A "Breakdown" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether **you** can collect on it or not. Also excluded are all resulting direct and indirect loss.
    a. Aircraft;
    b. Civil commotion;
    c. Collapse;
    d. Freezing caused by cold weather;
    e. Impact of aircraft, missile or vehicle;
    f. Lightning;
    g. Molten material;
    h. Objects falling from aircraft or missiles;
    i. Riot;
    j. Smoke;
    k. Vandalism;
    l. Vehicles, including any material carried in or on the vehicles; or
    m. Weight of snow, ice, sleet.
18. Any "Breakdown" to **"Covered Equipment"** that takes place while the **"Covered Equipment"** is undergoing a test which subjects the **"Covered Equipment"** to greater than maximum allowable operating conditions as identified by the manufacturer of the **"Covered Equipment."**
19. Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:
    a. If a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded; and
    b. This exclusion does not apply to loss or damage caused by or resulting from **"Fungus,"** wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11.**
20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.
21. With respect to **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, and Utility Interruption Coverage, the following additional exclusions shall apply:
    a. The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
    b. **Your** failure to use due diligence and dispatch to operate **your** business as nearly normal as practicable at the premises shown in the DECLARATIONS.
22. With respect to Spoilage coverage paragraph **A.2.e.(1)(b)** and Utility Interruption Coverage: **Specified Perils,** any loss resulting from the following causes of loss:
    a. Aircraft;
    b. Civil commotion;

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c. Collapse;
d. Freezing caused by cold weather;
e. Impact of aircraft, missile or vehicle;
f. Lightning;
g. Molten Material;
h. Objects falling from aircraft or missiles;
i. Riot;
j. Smoke;
k. Vandalism;
l. Vehicles, including any material carried in or on the vehicles;
m. Weight of snow, ice, sleet;
n. Acts of Sabotage; or
o. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. Any other indirect result of a "Covered Cause of Loss" except as provided under any Coverage **A.2.b.** through **l.**

24. With regard to Portable **Covered Equipment** any loss resulting from the following causes of loss:
a. Collision;
b. Overturning; or
c. Collapse or upset of "Portable **Covered Equipment**."

C. Equipment Breakdown Coverage Limits of Coverage

1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.
2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.
3. For each coverage in Paragraph **A.2.** if;
a. Included is shown in the DECLARATIONS, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
b. A limit is shown in the DECLARATIONS, **we** will not pay more than the Limit of Coverage for each such coverage.

4. For any **"Covered Equipment"** that is:
a. Used solely to supply utility services to **your** premises;
b. Owned by a public or private utility;
c. Not in **your** care, custody or control and for which **you** are legally liable; and
d. Covered under this Coverage Form;

the Limit of Coverage for Property Damage stated in the DECLARATIONS is deleted and replaced by the sum of one dollar.

If **you** are a public or private utility, **4.b.** is deleted and replaced by the following:
b. Owned by a public or private utility other than **you;**

5. Unless a higher limit or Included is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is $1,000,000 for each of the following. The limits are part of, not in addition to, the Limit of Coverage for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "**Covered Property**" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Hazardous Substance

Any additional expenses incurred by **you** for the clean-up, repair or replacement or disposal of "**Covered Property**" that is damaged, contaminated or polluted by a "Hazardous Substance."

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As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.
This coverage applies despite the operation of the Ordinance or Law Exclusion.

d. Water Damage

The damage to "**Covered Property**" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

D. Equipment Breakdown Coverage Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of **covered loss** or damage exceeds the deductible shown in the DECLARATIONS for each applicable coverage. **We** will then pay the amount of **covered loss** or damage in excess of the deductible, up to the applicable Limit of Coverage.

Deductibles apply separately for each applicable coverage except if:

a. A deductible is shown as Combined for any of the coverage in the DECLARATIONS, then **we** will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or

b. More than one "**Covered Equipment**" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the DECLARATIONS, **we** will first subtract the deductible amount from any loss **we** would otherwise pay.

b. Time Deductible

If a time deductible is shown in the DECLARATIONS, **we** will not be liable for any loss under that coverage that occurs during the specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the DECLARATIONS, this deductible will be calculated as follows:

(1) For the entire premises where the loss occurred, determine the total amount of "**Business Income**" that would have been earned during the "**Period of Restoration**" had no "Breakdown" taken place.

(2) Divide the result in Paragraph **(1)** by the number of days the business would have been open during the "**Period of Restoration.**" The result is the daily value.

(3) Multiply the daily value in Paragraph **(2)** by the number of days shown in the DECLARATIONS. **We** will first subtract this deductible amount from any loss **we** would otherwise pay. **We** will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Coverage.

d. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the DECLARATIONS, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum or Maximum Deductibles

(1) If:

(a) A minimum dollar amount deductible is shown in the DECLARATIONS; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

(2) If:

(a) A maximum dollar amount deductible is shown in the DECLARATIONS; and

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(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

E. Equipment Breakdown Coverage Conditions

The following conditions apply in addition to the **Section VI –** Conditions in the PROPERTY AND INLAND MARINE COVERAGE FORM:

1. Loss Conditions

a. Defense
We may elect to defend **you** against suits arising from claims of owners of property. **We** will do this at **our** expense.

b. Insurance Under Two or More Coverages
If two or more of this Endorsement's coverages apply to the same loss or damage, **we** will not pay more than the actual amount of the loss or damage.

c. Other Insurance

(1) **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Endorsement. If **you** do, **we** will pay **our** share of the **covered loss** or damage. **Our** share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph **(1), we** will pay only for the amount of **covered loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Coverage.

d. Valuation

With regard to the coverage provided by this Endorsement only, Section V – Valuations in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced with the following:

(1) **We** will determine the value of "**Covered Property**" in the event of loss or damage as follows:

(a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, ore replacing on the same site or another site whichever is the less costly;

Except **we** will not pay for such damaged property that is obsolete and useless to **you**.

(2) If **you** elect or **we** require that the repair or replacement of the damaged "**Covered Equipment**" be done in a manner that:

(a) Improves the environment;

(b) Increases efficiency; or

(c) Enhances safety;

while maintaining the existing function, then **we** will pay, subject to the limit of coverage, up to an additional 50% of the property damage amount for the "**Covered Equipment**" otherwise recoverable.

(3) If:

(a) Any damaged "**Covered Property**" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown,"

we will reimburse **you** for the unused costs of non-refundable, non-transferrable warranties or contracts.

(4) Unless **we** agree otherwise in writing, if **you** do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then **we** will pay only the smaller of the:

(a) Cost to repair or replace; or

(b) **Actual Cash Value** at the time of the "Breakdown."

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(5) If all of the following conditions are met, property held by **you** for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had:

(a) The property was manufactured by **you;**

(b) The selling price of the property is more than the **replacement cost** of the property; and

(c) **You** are unable to replace the property before its anticipated sale.

(6) **We** will pay for loss to damaged "**Data**" or "**Media**" as follows:

(a) **Replacement cost** for "**Data**" or "**Media**" that are mass produced and commercially available; and

(b) The cost **you** actually spend to reproduce the records on blank material for all other **"Data"** or "**Media**" of like kind and quality or property of similar functional use.

However, **we** will not pay for "**Data**" or "**Media**" that **we** determine is not or cannot be replaced with "**Data**" or "**Media**" of like kind and quality or property of similar functional use.

(7) **We** will determine the value of "**Covered Property**" under Spoilage Damage Coverage as follows:

(a) For raw materials, the **replacement cost;**

(b) For property in process, the **replacement cost** of the raw materials, the labor expended and the proper proportion of overhead charges; and

(c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had.

(8) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

2. General Conditions

a. Additional Covered Party

If a person or organization is designated in this Coverage Part as an Additional Covered Party, **we** will consider them to be a Covered Party under this Coverage Part to the extent of their interest.

b. Suspension

Whenever "**Covered Equipment**" is found to be in, or exposed to, a dangerous condition, any of **our** representatives may immediately suspend the coverage against loss from a "Breakdown" to that "**Covered Equipment**." This can be done by delivering or mailing a written notice of suspension to:

(1) **Your** last known address; or

(2) The address where the **"Covered Equipment"** is located.

Once suspended in this way, **your** coverage can be reinstated only by an endorsement for that "**Covered Equipment**."

If **we** suspend **your** coverage, **you** will get a pro rata refund of premium for that "**Covered Equipment.**" But the suspension will be effective even if **we** have not yet made or offered a refund.

F. Equipment Breakdown Coverage Definitions

The following definitions apply in addition to the definitions found elsewhere in this Agreement.

1. "Breakdown"

a. Means the following direct physical loss that causes damage to "**Covered Equipment**" and necessitates its repair or replacement:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure including rupture or bursting caused by centrifugal force; or

(3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

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(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time to provide instructions to "**Covered Equipment**";

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the "**Covered Equipment**" or any of its parts;

(6) The functioning of any safety or protection device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Computer Equipment" means:

a. **Your** programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "**Data**" or "**Media**."

3. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Equipment**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

"Covered Equipment"

a. Means and includes any:

(1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

(2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;

(3) Communication equipment, and "Computer Equipment:; and

(4) Equipment in Paragraphs **(1), (2)** and **(3)** that is owned by a public or private utility and used solely to supply utility services to **your** premises.

However, if Coverage **A.2.f.** Utility Interruption is provided, then Paragraph **3.a.(4)** does not apply. Except for Paragraph **3.a.(4),** Utility Interruption, the "**Covered Equipment**" must be located at a premises described in the DECLARATIONS and be owned, leased, or operated under **your** control.

b. Does not mean or include any:

(1) "**Media**";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any **"Covered Equipment";**

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;

(5) Catalyst;

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the "**Covered Equipment**" or part of the **"Covered Equipment**" including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "**Covered Equipment**" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(9) Dragline, excavation, or construction equipment including any "**Covered Equipment**" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

(10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic dental or pathological purposes including any "**Covered Equipment**" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as Included in the Declarations;

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(12) Equipment or any part of such equipment manufactured by **you** for sale; or

(13) Contractors/Mobile Equipment

4. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Property**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

a. "**Covered Property**" means any property that:

(1) **You** own; or

(2) Is in **your** care, custody or control and for which **you** are legally liable.

b. "**Covered Property**" does not mean:

(1) "**Data**"

(2) Dams, Dikes or levees; or

(3) Animals

5. With regard to the coverage provided by this Coverage Form only, the definition of "**Data**" in the Property and Inland Marine Coverage Form is deleted and replaced by:

"**Data**" means:

a. Programmed and recorded material stored on **"Media"**; and

b. Programming records used for **electronic data processing,** or electronically controlled equipment.

6. "**Electronic Vandalism**" means:

a. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.

b. Unauthorized computer code or programming that:

(1) Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;

(2) Replicates itself, impairing the performance of computers or computer systems or networks; or

(3) Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

7. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

8. With regard to the coverage provided by this Coverage Form only, the definition of **"Media"** in the Property and Inland Marine Coverage Form is deleted and replaced by:

"Media" means **electronic data processing** or storage media such as films, tapes, discs, drums or cells.

9. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown." All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown."

10. With regard to the coverage provided by this Coverage Form only, the definition of **"Period of Restoration"** in the property and Inland Marine Coverage Form is deleted and replaced by:

"Period of Restoration" means the period of time that:

a. Begins at the time of the "Breakdown;" and

b. Ends 5 consecutive days after the date when the damaged property at the premises described in the DECLARATIONS is repaired or replaced with reasonable speed and similar quality.

11. "Perishable Goods" means any **"Covered Property**" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

12. "Portable **covered equipment**" is "**covered equipment**" that:

a. Is **your** "**Covered Property**" and operated by **you** or by someone **you** have designated to operate such equipment;

b. Is not in transit, but is located at a fixed location;

c. Is equipment that is in use or connected and ready for use; and

d. Is equipment that is not mounted on a vehicle. However, Equipment that is mounted on a trailer is considered as "portable **covered equipment**," however there shall be no coverage for the trailer.

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PUBLIC ENTITY

Terrorism Coverage

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104, Section III, A:**

A. With respect to any exclusion of "Terrorism" in this Agreement or attached to this Agreement by endorsement, such exclusion does not apply to a "certified act of terrorism."

B. That exclusion also does not apply to an act that meets the criteria set forth in subparagraph D2 below of the definition of "certified acts of terrorism", when such act resulted in aggregate losses of $5 million or less.

C. With respect to any one or more "certified acts of terrorism," we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasure, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism:"

   1. The act resulted in aggregate losses in excess of $5 million; and

   2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the coverage agreement remain unchanged.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Bodily Injury, Property Damage	$50,000
Employee Benefits Liability	$50,000
Fire Damage Limit	$50,000
Sewer Backup & Water Damage Coverage	$50,000
Pesticide/ Herbicide Limit	$50,000
Law Enforcement Liability	$100,000 SIR

Coverage is only provided for the coverages indicated by an X.

Coverage			
X	Bodily Injury and Property Damage	$1,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	General Aggregate Limit	N/A	
	Medical Payments	$5,000	
X	Employee Benefits Liability	$1,000,000	Per Occurrence
		N/A	Aggregate Limit
X	Fire Damage Limit	Included	Any One Premise
X	Sewer Backup & Water Damage Coverage	$10,000	No Fault Per Claimant
		$200,000	At Fault Per Claimant
		$200,000	Annual Aggregate
X	Pesticide / Herbicide Limit	$1,000,000	Aggregate Limit
X	Law Enforcement	$1,000,000	Per Occurrence

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Specimen

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE FORM
(Occurrence)

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations, and any other person or organization qualifying as a Named Covered Party under this agreement. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

“Covered party" means any person or organization qualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Covered Party becomes legally obligated to pay as damages, because of "bodily injury" or "property damage" to which this coverage agreement applies. We will have the right and duty to defend the Covered Party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any “suit” seeking damages for “bodily injury” or “property damage” to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and

(2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages **A.** or **B.**

(3) Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This coverage applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the agreement period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This coverage agreement does not apply to:

a. Expected or Intended Injury

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"Bodily injury" or "property damage" expected or intended from the standpoint of the covered party. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the covered party is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the covered party would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any covered party may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the covered party under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An employee of the covered party arising out of and in the course of:

(a) Employment by the covered party; or

(b) Performing duties related to the conduct of the covered party's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of **(1)** above.

This exclusion applies whether the covered party may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the covered party under an "insured contract."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any covered party;

(b) At or from any premises, site or location which is or was at any time used by or for any covered party or others for the handling, storage, disposal, processing or treatment of waste. This includes but is not limited to any landfill or disposal site or other properties in conjunction with landfill or disposal site activities;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or

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processed as waste by or for any covered party or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any covered party or any contractors or subcontractors working directly or indirectly on any covered party's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such covered party, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(f) At or from any premises, site, or location which is or was at any time the responsibility of any covered party to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered party.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

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(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **5.a.** or **5.b.** of the definition of "mobile equipment" (SECTION V (I)).

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any covered party; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage," however caused, arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the covered party;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to personal property held by the covered party as a result of seizure or confiscation.

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

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This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

p. Law Enforcement

"Bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of your police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for “bodily injury” or “property damage” for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the “covered party” if the “covered party” has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000.

q. Asbestos

"Bodily injury" or "property damage" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

r. Personal and Advertising Injury

“Bodily injury” or “property damage” arising out of “personal injury” or “advertising injury”.

s. Mold, Fungi, or Bacteria

(1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

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(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any covered party, or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

Exclusions **c.** through **n.** do not apply to damage by fire to premises rented to you. A separate limit of coverage applies to this coverage as described in LIMITS OF COVERAGE **(SECTION III).**

t. Media Content Services Liability

"Bodily injury" or "property damage" arising out of any "media wrongful act" allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability "assumed under contract."

For purposes of this exclusion, the phrase "media wrongful act" means any:

(1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

(2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;

(3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in **(1)** and **(2)**;

(4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;

(5) Infliction of emotional distress or mental anguish;

(6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

(7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and

(8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "assumed under contract" means liability for damages for "bodily injury" or "property damage" which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the "bodily injury" or "property damage" for which indemnity is sought, and (ii) requires the Covered Party to indemnify for

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"bodily injury" or "property damage" caused in whole or in part by the content of media material used in a media communication.

u. Access or Disclosure of Confidential or Personal Information and Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

(2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **(1)** above; or

(3) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)**, **(2)**, or **(3)** above.

However, unless Paragraph **(1)** or **(2)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage form applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the Covered Party against any "suit" seeking damages for "personal injury" or "advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under SECTION I Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

b. This coverage agreement applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services.

c. This coverage applies to "personal injury" and "advertising injury" only if:

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(1) The “personal injury” or “advertising injury” is caused by an “occurrence” that takes place in the “coverage territory”; and

(2) The “personal injury” or “advertising injury” occurs during the agreement period.

2. Exclusions.

This coverage agreement does not apply to:

a. "Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;

(3) Arising out of a criminal act committed by or at the direction of the covered party; or

(4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.

c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party

d. “Personal injury” or “advertising injury” arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for “personal injury” or “advertising injury” for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the “covered party” if the “covered party” has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000.

e. "Personal injury” or “advertising injury" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

f. "Personal injury” or “advertising injury " which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

g. “Personal injury” or “advertising injury” arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.

h. “Personal injury” or “advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

i. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

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(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

j. "Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Media Content Service Liability

"Personal injury" or "advertising injury" arising out of any "media wrongful act" allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability "assumed under contract."

For purposes of this exclusion, the phrase "media wrongful act" means any:

(1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

(2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;

(3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in (1) and (2);

(4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;

(5) Infliction of emotional distress or mental anguish;

(6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

(7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and

(8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "assumed under contract" means liability for damages for "personal injury" or "advertising injury" which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the "personal injury" or "advertising injury" for which indemnity is sought, and (ii) requires the Covered Party to indemnify for "personal injury" or "advertising injury" caused in whole or in part by the content of media material used in a media communication.

l. Access or Disclosure of Confidential or Personal Information and Data-related Liability

"Personal injury" or "advertising injury" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card

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information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

(2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **(1)** above; or

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)**, **(2)**, or **(3)** above.

C. HERBICIDE AND PESTICIDE

We will pay the lesser of the General Bodily Injury and Property Damage per occurrence limit or $1,000,000 whichever is less, for "damages," defense costs and/or claims expenses because of "bodily injury" or "property damage" caused by an "occurrence," which result from any "suits" otherwise covered by this **Coverage Agreement,** arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or $1,000,000 in the aggregate whichever is less for all "damages" defense cost and/or claims expenses, which result from any and all, covered "suits" arising out of the application of such herbicides and/or pesticides.

D. MEDICAL PAYMENTS (Provided if limits are shown on Declarations Page)

1. Coverage Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the agreement period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage as shown in the Declarations. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for "bodily injury":

a. Any Insured

To any Covered Party, except "volunteer workers."

b. Hired Person

To a person hired to do work for or on behalf of any Covered Party or a tenant of any Covered Party.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

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d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any Covered Party, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

E. SEWER BACKUP & WATER DAMAGE COVERAGE

(Provided if limits are shown on Declarations Page)

1. Coverage Agreement

We will pay damages as described below for "property damage," excluding loss of use of tangible property, caused by an "occurrence" resulting from bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you:

a. On premises that you do not own or rent;

b. Because of your operations; provided that:

c. The "occurrence" takes place in the "coverage territory" and during the Coverage Agreement period; and

d. The damages are incurred and reported to us within one year of the date of the "occurrence." Coverage for this loss shall be subject to a limit of $10,000 per claimant, or $200,000 in the aggregate. If the Covered Party is found to be negligent, coverage for the loss will be subject to a limit of $200,000 per claimant and in the aggregate. All payments under this section are capped at $200,000 in the annual aggregate during the Coverage Agreement period. The deductible/ self insured retention will only apply to claims under this section when the Covered Party is found to be negligent.

2. Right and Duty to Defend

We will have the right and duty to defend the Covered Party against any "suit" seeking those damages described in Section I.E.1. above. However, we will have no duty to defend the Covered Party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

a. The amount we will pay for expenses we incur in defending the Covered Party, investigating any "occurrence", or damages, or any combination thereof, shall be subject to a limit of $200,000 in the annual aggregate during the Coverage Agreement period;

b. Our right and duty to defend ends when we have used up the applicable limit of coverage of $200,000 in the annual aggregate during the Coverage Agreement period in the payment of:

(1) expenses we incur in defending the Covered Party and investigating any "occurrence";

(2) damages under Coverage E.; or

(3) any combination thereof; and

c. Our obligation under the Sewer Backup & Water Damage Coverage to pay expenses we incur or damages on your behalf applies only to the amount of expenses and damages in excess of any deductible amounts stated in the declarations applicable to such coverage.

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No other obligation or liability to pay sums or perform acts or services is covered under the Sewer Backup & Water Damage Coverage, Section I.E.

We are not obligated to pay any damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or to continue to defend any "suit" or continue to investigate any "occurrence", after the applicable limit of liability of $200,000 in the annual aggregate during the Coverage Agreement period has been exhausted by payment of damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or any combination thereof.

3. Exclusions related to Sewer Backup and Water Damage Coverage:

We will not pay for "property damage":

a. Included within the "products-completed operations hazard",

b. Excluded under Section 1 Coverages A or B;

c. Due to war whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the covered party at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $300 a day because of time off from work.
5. All costs taxed against the covered party in the "suit."
6. Prejudgment interest awarded against the covered party on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.
8. Expenses incurred by the covered party for first aid to others at the time of an accident for "bodily injury" to which this coverage agreement applies.
9. Up to $100,000 in aggregate for "personal injury" and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to "personal injury" resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against "personal injury" for such individual.
10. Subject to the agreement deductible or Self Insured Retention, we will pay up to $2,500 in aggregate for "property damage" to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

SECTION II - WHO IS A COVERED PARTY

A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the covered party named in the Declarations, and only while working on behalf of the covered party named in the Declarations.

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B. Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.

C. If you are designated in the Declarations as:

1. An individual, you and your spouse are covered parties, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are a covered party. Your members, your partners, and their spouses are also covered parties, but only with respect to the conduct of your business.

3. An organization other than a partnership or joint venture, you are a covered party. Your executive officers and directors are covered parties, but only with respect to their duties as your officers or directors. Your stockholders are also covered parties, but only with respect to their liability as stockholders.

D. Each of the following is also a covered party:

1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is a covered party for:

a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide “professional health care services”; or

c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

2. The Medical Director to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

3. Your authorized volunteer or leased employee who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.

E. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a covered party while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a covered party, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is a covered party with respect to:

1. "Bodily injury" to a co-employee of the person driving the equipment; or

2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a covered party under this provision.

F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a named Covered Party if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the agreement period, whichever is earlier;

2. Section I Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Section I Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is a covered party with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Covered Party in the Declarations.

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SECTION III - LIMITS OF COVERAGE

A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Covered Parties;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits."

B. The General Aggregate Limit is the most we will pay for the sum of:

1. Damages under SECTION I Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and

2. Damages under SECTION I Coverage B.

C. The Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

D. Subject to **B.** above, the Personal and Advertising Injury Limit is the most we will pay under SECTION I Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

E. The Fire Damage Limit is the most we will pay under SECTION I Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

F. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

G. However, subject to and limited by **B.**, **C.**, **D.**, **E.**, and **F.** above, we will pay:

1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;

2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an occurrence outside the state of Florida; or

3. The amount shown in the declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.

H. Damages will not include:

1. taxes, fines, penalties, or sanctions;

2. punitive or exemplary damages or the multiple portion of any multiplied damages award;

3. matters uninsurable under the laws pursuant to which this coverage agreement is constructed; or

4. the cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy.

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.

B. Duties In The Event Of Occurrence, Claim Or Suit.

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" or offense took place;

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b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any Covered Party, you must:

a. Immediately record the specifics of the claim or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved covered party must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the covered party because of injury or damage to which this coverage agreement may also apply.

4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us.

No person or organization has a right under this Coverage Agreement:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from a covered party; or

2. To sue us on this Coverage Agreement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Covered Party and the claimant or the claimant's legal representative.

D. Representations.

By accepting this agreement, you agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this agreement in reliance upon your representations.

E. Separation Of Covered Parties.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Agreement to the first named Covered Party, this coverage agreement applies:

1. As if each named Covered Party were the only named Covered Party; and

2. Separately to each covered party against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us.

If the covered party has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The covered party must do nothing after loss to impair them. At our request, the covered party will bring "suit" or transfer those rights to us and help us enforce them.

G. When We Do Not Renew.

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If we decide not to renew this Coverage Agreement, we will mail or deliver to the first named Covered Party shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;

2. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

3. Personal contact by your officials and employees with legislators identified by us.

I. Coordination of Coverage with Public Officials Liability

In the event of a suit of claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, I. OTHER COVERAGE OR INSURANCE also apply.

SECTION V - DEFINITIONS

A. "Advertising injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. Oral or written publication of material that violates a person's right of privacy;

3. Misappropriation of advertising ideas or style of doing business; or

4. Infringement of copyright, title or slogan.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **1.** above; or

3. All parts of the world if:

a. The injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **1.** above; or

(2) The activities of a person whose home is in the territory described in **1.** above, but is away for a short time on your business; and

b. The covered party's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **1.** above or in a settlement we agree to.

E. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

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1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement; or if such property can be restored to use by:
3. The repair, replacement, adjustment or removal of "your product" or "your work"; or
4. Your fulfilling the terms of the contract or agreement.

G. "Insured contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

7. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   - **a.** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
   - **c.** Under which the covered party, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the covered party's rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection or engineering services; or
   - **d.** That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
9. That does not comply with Florida Statute 768.28.

H. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;

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3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   a. Power cranes, shovels, loaders, diggers or drills; or

   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

   a. Equipment designed primarily for:

      (1) Snow removal;

      (2) Road maintenance, but not construction or resurfacing;

      (3) Street cleaning;

   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

K. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

1. Malicious prosecution;
2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
4. Oral or written publication of material that violates a person's right of privacy.

L. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. **1.** "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

   a. Products that are still in your physical possession; or

   b. Work that has not yet been completed or abandoned.

2. "Your work" will be deemed completed at the earliest of the following times:

   a. When all of the work called for in your contract has been completed.

   b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

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c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This hazard does not include "bodily injury" or "property damage" arising out of:

a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

b. The existence of tools, uninstalled equipment or abandoned or unused materials;

c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

N. "Professional health care services" means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of certified emergency medical service personnel in the course and scope of their duties; or

2. The acts of a Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

O. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

P. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this coverage agreement applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Q. "Your product"

1. means: any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

a. You;

b. Others trading under your name; or

c. A person or organization whose business or assets you have acquired; and

2. means: containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

4. Includes: the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

R. "Your work"

1. means: work or operations performed by you or on your behalf; and

2. means: materials, parts or equipment furnished in connection with such work or operations.

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3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

4. includes: the providing of or failure to provide warnings or instructions.

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PUBLIC ENTITY

PREFERRED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200, and LAW ENFORCEMENT LIABILITY PGIT MN-208:**

This coverage does not apply to any liability:

A. Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

B. Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to $300,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

C. arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;

D. arising out of or caused or contributed to by any subsidence, erosion or earth movement. We do not insure for such loss regardless of: (1) the cause of the excluded event; or (2) other causes of the loss; or (3) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (4) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man-made, or external forces, or occurs as a result of any combination of these.

E. arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:

1. Hospital;
2. Clinic;
3. Treatment center or other public medical, psychiatric or psychological facility
4. Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration
5. Any other facility which is similar or related to any of the foregoing;

F. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services," but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

G. arising out of or caused or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.

H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;

I. arising out of the sale or distribution or handling of contaminants or pollutants including but not limited to acids, alkaloids, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY.

J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising there from.

K. arising out of or caused by or contributed to by any actual or alleged deterioration, bursting, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culverts, retaining walls, drains, tanks, watersheds, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. However, if coverage is provided in Section I.E.1. of the General Liability Coverage Form, PGIT MN-200 by virtue of limits being shown on the Declarations Page, then this Section K shall not apply to property damage coverage provided in Section I.E of the General Liability Coverage Form, PGIT MN-200, but only as to the bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you.

L. arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official. Except this exclusion will not apply to your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "covered party" if the "covered party" has contracted with an outside agency to provide law enforcement for your entity. This coverage will be capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000. Item L is deleted entirely if Law Enforcement Liability PGIT MN-208 is part of the coverage agreement.

M. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services" if the **Covered Party**:

1. Is not properly licensed or their license is under suspension or has been revoked, surrendered, or otherwise terminated. This exclusion applies only to the **Covered Party** whose license is suspended, revoked, surrendered, or otherwise terminated.
2. Is under the influence of intoxicants or drugs. This exclusion applies only to the **Covered Party** that was under the influence of intoxicants or drugs.

N. arising from sexual abuse by any **Covered Party** committed after initial discovery by any official, trustee, director, officers, or partners of sexual abuse by such **Covered Party,** whether the sexual abuse was before or after such **Covered Party** was hired by you. However, discovery does not include discovery by the official, trustee, director, officer, or partner who committed such sexual abuse.

1. Sexual abuse means any actual, attempted or alleged sexual abuse or sexual molestation of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. Sexual abuse includes: sexual molestation, sexual assault, sexual exploitation or sexual injury.
2. There is no coverage for either defense or indemnification of any employee or volunteer for sexual abuse, with respects to any claim based on or arising out of sexual abuse. Such employee or volunteer worker is not covered as respects to such claim.
3. The annual aggregate limit of liability for all sexual abuse claims is $1,000,000 .

PUBLIC ENTITY

COMMUNICABLE DISEASE SUBLIMIT– SPECIFIED OPERATION OR LOCATION

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **LAW ENFORCEMENT LIABILITY FORM, PGIT MN-208**

SCHEDULE

Specified Operation(s) or Location(s):

Operation of any jail, prison, or detention facility; not including temporary holding facilities less than 24 hours and/or;

Operation of any elder care, respite care, senior care, nursing care, long term care, group care, or assisted living facilities.

A. The following exclusion is added to **PGIT MN 200 Section I Coverages, A. Bodily Injury and Property Damage Liability, 2. Exclusions** and to **PGIT MN 208 Section A Coverage-Law Enforcement Liability,2. Exclusions**:
This coverage agreement does not apply to:

V.

1. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, that, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence;

a. Originates from;

b. Is caused by,

c. Arises out of;

d. Is contributed to by;

e. Results from; or

f. Is otherwise in connection with;

A **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

2. Any cost or expense to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

This exclusion applies even if the claim against any **Insured** alleges negligence or other wrongdoing in the:

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i. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;

ii. Testing for a **Communicable Disease**;

iii. Failure to prevent the spread of the **Communicable Disease**; or

iv. Failure to report the **Communicable Disease** to authorities.

This exclusion applies only to the Operation(s) or Location(s) shown in the Schedule above, including any operations, maintenance, ownership, supervision, management, control or locations that are necessary or incidental to the Operation(s) or Location(s) shown in the Schedule above.

If a Specified Operation is designated in the Schedule above, this exclusion applies regardless of where the Specified Operation in the Schedule above is conducted, whether such Operation is conducted by you or on your behalf, or whether the Operation is conducted for yourself or for others.

If a Specified Location is designated in the Schedule above, this exclusion applies to all liability and all operations only at such Location. For the purpose of this endorsement, Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

However, up to $300,000 per occurrence and in the aggregate, inclusive of expenses and defense and after application of the General Liability Deductible/ Self-Insured Retention is provided for under PGIT MN 200 SECTION I- COVERAGES, A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY claims arising out of, caused or contributed to by, resulting from, or otherwise in connection with **Communicable Disease** from the above Specified Operation or at the above Specified Location.

B. The following definition is added **PGIT MN 200 Section V - Definitions**:

S. Communicable Disease means any infection or contagious disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

2) Regardless of the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal; and

3) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or tangible or intangible property damage.

All other terms and conditions remain unchanged.

Specimen

PUBLIC ENTITY

EMPLOYEE BENEFITS LIABILITY COVERAGE
(Occurrence)

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

A. The following is added to **SECTION I – COVERAGES:**
COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of any act, error or omission, of the covered party, or of any other person for whose acts the covered party is legally liable, to which this coverage applies. We will have the right and duty to defend the covered party against any "suit" seeking damages. However, we will have no duty to defend the covered party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits of Coverage); and

(2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission occurs during the coverage agreement period.

2. Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any covered party, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, or Personal and Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure to Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligation under any plan included in the "employee benefit program."

e. Inadequacy of Performance of Investment/Advice Given with Respect to Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

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f. Workers' Compensation and Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provision of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any covered party is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the covered party, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement Paragraphs **2.**, **8.**, **9.**, and **10.** of the Supplementary Payments do not apply.

C. For the purposes of the coverage provided by this endorsement, the following is added to **Section II – Who Is a Covered Party**:

1. Each of the following is also a covered party:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered Party if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits of Coverage** is replaced by the following:

1. Limits of Coverage

a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

(1) Covered Parties

(2) "Claims" made or "suits" brought;

(3) Persons or organizations making "claims" or bringing "suits";

(4) Acts, errors or omissions; or

(5) Benefits included in your "employee benefit program."

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b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

c. Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(1) An act, error or omission; or

(2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage agreement period shown in the Declarations of the coverage agreement to which this endorsement is attached, unless the coverage agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

2. Deductible

a. Our obligation to pay damages on behalf of the covered party applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable per occurrence. The limits of coverage shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all damages sustained by any "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions in which this coverage applies.

c. The terms of this coverage, including those with respect to:
(1) Our right and duty to defend any "suits" seeking those damages; and

(2) Your duties, and the duties of any other involved covered party, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions **B.** and **D.** of **Section IV – Commercial General Liability Conditions** are replaced by the following:

B. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

a. What the act, error or omission was and when it occurred; and

b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

2. If a "claim" is made or "suit" is brought against any covered party, you must:

a. Immediately record the specifics of the "claim" or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved covered party must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit," and

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d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the covered party because of an act, error or omission to which this coverage may also apply.

4. No covered party will, except at that covered party's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. 'Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such plans, are made generally available to those "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this endorsement, Definition **P.** of **Section V – Definitions** is replaced by the following:

P. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the covered party must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the covered party submits with our consent.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

GENERAL LIABILITY
DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09 ENDORSEMENT EFFECTIVE: **10/01/2023**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

GENERAL LIABILITY				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$50,000	Per "Occurrence"
EMPLOYEE BENEFITS				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$50,000	Per "Occurrence"
LAW ENFORCEMENT LIABILITY				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$100,000 SIR	Per "Occurrence"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:

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1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      (1) "Bodily injury";
      (2) "Property damage"; or
      (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence."

   If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages.
   With respect to "property damage," person includes an organization.
2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
      (1) "Bodily injury";
      (2) "Property damage"; or
      (3) "Bodily injury" and "property damage" combined

   as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

C. The terms of this coverage, including those with respect to:

1. Our right and duty to defend the Covered Party against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim or "suit"

apply irrespective of the application of the deductible amount.

D.

1. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
2. In the event that an occurrence, accident or offense continues beyond the coverage period, the applicable deductible would apply separately to each coverage period in which the occurrence, accident or offense was committed or was alleged to have been committed.

Specimen

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PUBLIC ENTITY

LAW ENFORCEMENT LIABILITY

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

Exclusion **p.** under **Section I** Coverage **A**, which reads:

This coverage agreement does not apply to "bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or employees.

Is deleted in its entirety.

The following is added:

A. COVERAGE – LAW ENFORCEMENT LIABILITY

1. Coverage Agreement

We will pay on behalf of the covered party all sums which the covered party shall become legally obligated to pay as "damages" because of loss or injury sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the named covered party's business:

Group A — False arrest, detention or imprisonment, or malicious prosecution;

Group B — The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party.

Group C — Wrongful entry or eviction, or other invasion of the right of private occupancy;

Group D — Erroneous service of civil papers, false imprisonment, or assault and battery.

If such offense is committed during the agreement period within the United States of America, its territories or possessions, or Canada, the Trust shall have the right and duty to defend any suit against the covered party seeking "damages" on account of such loss or injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Trust shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the trust's liability, as stated in the agreement, has been exhausted by payment of judgments or settlements.

2. Exclusions

This coverage does not apply to:

a. Liability assumed by the covered party under any contract or agreement, except for those assumed in a mutual aid or reciprocal law enforcement contract or agreement;

b. Law enforcement liability arising out of:

(1) The willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any covered party; or

(2) Failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act.

c. Law enforcement liability arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material or by on behalf of the named covered party was made prior to the effective date of this coverage;

d. Law enforcement liability arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any covered party with knowledge of the falsity thereof.

e. Workers' Compensation, Employers' Liability and Similar Laws
(1) Any obligation of the covered party under a workers' compensation, disability benefits or any unemployment compensation law or similar laws;
(2) Any "damages" resulting from injury to:
(a) An employee of the covered party arising out of and in the course of:
(i) Employment by the covered party; or
(ii) Performing duties related to the conduct of the covered party business; or
(b) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph **(1)** above.
(3) This exclusion applies:
(a) Whether the covered party may be held liable as an employer or in any other capacity; and
(b) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

f. War
Any "damages" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

g. Criminal Acts
Any "damages" arising out of any dishonest, fraudulent, criminal, or malicious act or omission of any covered party.

h. Aircraft, Auto or Watercraft
Any "damages" arising out of the ownership, maintenance, operation, use, transportation, chartering, renting or entrustment of others of any aircraft, "auto," or watercraft owned or operated by or rented or loaned to any covered party.

i. Employment Injury
Any "damages" arising out of any:
(1) Refusal to employ;
(2) Termination of employment;
(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
(4) Consequential injury as a result of **(1)** through **(3)** above.
This exclusion applies whether the covered party may be held liable as an employer or in any other capacity and to any obligation to share "damages" with or to repay someone else who must pay "damages" because of any of the above acts or omissions.

j. Non-monetary "Damages"
(1) Any "damages" arising out of any actions, claims, "suits" or demands seeking relief or redress in any form other than money "damages"; or
(2) Any costs, fees or expenses which the covered party may become obligation to pay as a result of an adverse judgment for injunctive or declaratory relief.

k. Federal Acts
This coverage does not apply to any obligation of the covered party under the Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers Compensation Act.

B. PERSONS COVERED

Each of the following is a covered party under this agreement to the extent set forth below:

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1. if the named covered party is designated in the declarations as an individual, the person so designated and their spouse;
2. if the named covered party is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to their liability as such;
3. if the named covered party is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of their duties as such.

This coverage does not apply to law enforcement liability arising out of the conduct of any partnership or joint venture of which the covered party is a partner or member and which is not designated in this coverage agreement as a named covered party.

C. LIMIT OF LIABILITY

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Covered parties;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit is the most we will pay for all "damages" to which this coverage applies.
3. Subject to **2.** Above, the Each Occurrence Limit is the most we will pay for all "damages" arising out of any one "occurrence."
4. Subject to **2.** and **3.** above, the Each Person Limit is the most we will pay for "damages" to any one claimant.

D. ADDITIONAL DEFINITIONS

When used in reference to this endorsement:

"**damages**" means only those damages which are payable because of loss or injury arising out of an offense to which this coverage applies.

"**police/peace officer**" is defined as a member of an official civil police or sheriff's force or a department of the named covered party organized to maintain order, prevent and detect crime and enforce law. This includes a department of corrections, jailers and bailiffs.

E. ADDITIONAL CONDITIONS

Consent to Settle

We will consult with you when we settle claims or "suits," if you refuse to consent to any settlement offer we receive and you elect to contest the claim or "suit" or continue any legal proceeding in connection with such claim or "suit," our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

Specimen

PUBLIC ENTITY

LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT-MN 200:**

SCHEDULE

Description of Unmanned Aircraft

Description of Operation(s)

Limit of Insurance
Unmanned Aircraft Liability Per Occurrence/Annual Aggregate Limit: $500,000

Specimen

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A. Exclusion **2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:

2. Exclusions

This coverage agreement does not apply to: **g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes "loading or unloading".

This exclusion applies even if the claims against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered property. This exclusion does not apply to:

1. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft. Use includes operation and "loading and unloading".

This paragraph **g.(1)** applies even if the claims against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of the others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft.

2. A watercraft while ashore on premises you own or rent;

3. A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;

4. Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

5. "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **5. a.** or **5. b.** of the definition of "mobile equipment" (SECTION V(1)).

B. The following exclusion 2.k is added to Paragraph 2. Coverage 1. B. **2. Personal and Advertising Injury Liability - Exclusions:**

2. Exclusions

This coverage agreement does not apply to: **k. "Personal injury" or "advertising injury"** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft. Use includes operation and "loading or unloading".

This exclusion applies even if the claim against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the offense which caused the "personal injury" or "advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft.

C. If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule, the following provisions are added to **Section III - Limits of Coverage:**

1. Subject to Paragraph **B.** of **Section III - Limits of Coverage**, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule is the most we will pay, inclusive of expenses and after the General Liability Deductible or SIR, for the sum of:

a. Damages under Coverage **A;**
b. Damages under Coverage **D;**

because of all "bodily injury", "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an unmanned aircraft. Notwithstanding the foregoing, the most we will pay for Damages under Coverage D is the limit stated for Medical Payments shown on the Declarations Page and if no limit is shown, nothing will be paid for Coverage D.

This coverage agreement endorsement applies only to the unmanned aircraft actually listed and described in the Schedule above and further, applies only to the specific operation(s) of the unmanned aircraft actually listed and described in the Schedule above.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

EXCESS WORKERS COMPENSATION COVERAGE PART DECLARATIONS

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Self Insured Retention

All Employees	$500,000	Accident Limit
	$500,000	Each Employee for Disease

Coverage

Part One – Workers' Compensation

Bodily Injury by Accident	Statutory Each Accident
Bodily Injury by Disease	Statutory Each Employee

Part Two – Employers Liability

Bodily Injury by Accident	$ 1,000,000	Each Accident
Bodily Injury by Disease	$ 1,000,000	Agreement Limit
Bodily Injury by Disease	$ 1,000,000	Each Employee

Estimated Payroll Amount – Police & Fire	$425,000
Estimated Payroll Amount – All Other Employees	$575,000

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Specimen

PUBLIC ENTITY

EXCESS WORKERS COMPENSATION COVERAGE FORM

In return for the payment of the premium and subject to all terms of this coverage agreement, we agree with you as follows:

GENERAL SECTION

A. Self-Insurance. Your acceptance of this **Coverage Agreement** indicates that you are now and will remain until the end of the **Coverage Agreement** period a duly qualified self-insurer in Florida. If you are not a duly qualified self-insurer with respect to any loss covered by this **Coverage Agreement** , this **Coverage Agreement** will apply as if you were.

B. Covered party. The **Covered Party** is named in the declarations. If the **Covered Party** is a partnership or joint venture, each partner or member of the joint venture is a covered party only in the capacity as employer of employees of the partnership or joint venture.

C. The Coverage Agreement. This **Coverage Agreement** includes the declarations and any attached endorsements. It is a contract of coverage between you (the **Covered Party** named on the declarations) and us (the **Trust** named on the declarations). The only agreements related to this coverage are stated in this coverage agreement. The terms of this **Coverage Agreement** may not be changed or waived except by endorsement issued by us to be a part of this **Coverage Agreement.**

D. Coverage Agreement Period means the period of time covered by this **Coverage Agreement** as shown in the declarations. If this **Coverage Agreement** is cancelled, the **Coverage Agreement** period will end at 12:01 A.M. on the cancellation date.

E. Workers' Compensation Law includes occupational disease law. It does not include the provisions of any law that provides non-occupational disability benefits.

F. Subrogation

1. In the event of any payment under this **Coverage Agreement,** we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

G. Exclusions:

1. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal works or workmen's compensation law or other federal occupational disease law, or any amendments to these laws.
2. Bodily injury to any person subject to the Federal Employers' Liability Act (45 USC Sections 051-060) and any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course and scope of employment, or any amendments to those laws.
3. Bodily injury to a master or member of the crew of any vessel.
4. Fines or penalties imposed for violation of federal or state law.
5. Damages payment under the Migrant and Seasonal Agricultural Workers' Compensation Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulation issued thereunder, and any amendments to those laws.

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H. Late Reporting Penalty. As respects each accident or each employee for disease:

1. If you do not give us written notice within one year of when required by Part Three, our indemnity will be reduced by 15%

2. If you do not give us written notice within three years of when required by Part Three, our indemnity will be reduced by 40%.

PART ONE - WORKERS' COMPENSATION

A. How This Part Applies. Part One applies to loss paid by you because of liability imposed upon you by the workers' compensation law of Florida. LIABILITY MUST RESULT FROM BODILY INJURY BY ACCIDENT OR BODILY INJURY BY DISEASE SUSTAINED BY AN EMPLOYEE YOU EMPLOY IN FLORIDA. Bodily injury includes resulting death.

Bodily injury by accident must occur during this period. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage agreement period. Bodily injury by disease does not include disease that results directly from bodily injury by accident. **Bodily injury by disease includes cumulative trauma.**

B. Your Retention. You must retain loss as shown in the declarations. This retention applies to Part One loss and to Part Two loss together. IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT YOUR RETENTION FOR DISEASE APPLIES SEPARATELY TO EACH EMPLOYEE. Naming more than one covered party in the declarations does not increase your retention.

C. Our Indemnity. We will indemnify you for loss paid by you in excess of your retention. This indemnity may be reduced by a late reporting penalty.

D. Our Limit. The most loss we will reimburse you for with respect to each accident is shown in the declarations. The most loss we will reimburse you for with respect to each employee for disease is shown in the declarations. Naming more than one **Covered Party** in the declarations does not increase our limit.

E. Loss means the amount actually paid by you for regular benefits provided under the workers' compensation law in effect upon the date the accident or disease exposure occurs. Loss includes:

1. The amount paid by you in settlement of claims for regular benefits under the workers' compensation law;

2. The amount paid by you in satisfaction of awards or judgments for regular benefits under the workers' compensation law;

3. Court Costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to workers' compensation claims. This subparagraph 3 does not include:

a. salaries paid to your employees;

b. service company fees;

c. claims administrator fees.

F. Exclusions. Part One does not cover:

1. Loss insured by full coverage workers' compensation or employers liability insurance;

2. Loss payable under the workers' compensation law of any state other than Florida, if you are protected from the loss by any other insurance.

3. Any loss arising out of operations for which you have rejected any workers' compensation law;

4. Punitive or exemplary damages;

5. Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

G. Payments You Must Make. You are responsible (without reimbursement from us) for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. Of your serious and willful misconduct;

2. You knowingly employ an employee in violation of law;

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3. You fail to comply with a health or safety law or regulation;
4. You discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law; or
5. You violate or fail to comply with any workers' compensation law.

H. Other Insurance. If, as respects Florida, any other insurance exists protecting you against loss covered by this Coverage Agreement, this Coverage Agreement shall apply in excess of the other insurance.

PART TWO - EMPLOYERS LIABILITY

A. How This Part Applies. Part Two applies to loss paid by you for damages imposed upon you by the laws of Florida. DAMAGES MUST RESULT FROM BODILY INJURY BY ACCIDENT OR BODILY INJURY BY DISEASE SUSTAINED BY AN EMPLOYEE YOU EMPLOY IN FLORIDA. Bodily injury includes resulting death.

Bodily injury must arise out of and in the course of the injured employee's employment by you.

Bodily injury by accident must occur during the coverage agreement period. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the coverage agreement period. Bodily injury by disease does not include disease that results directly from bodily injury by accident. **Bodily injury by disease includes cumulative trauma.**

B. Your Retention. You must retain loss as shown in the declarations. This retention applies to Part One loss and Part Two loss together. IT IS IMPORTANT FOR YOU TO UNDERSTAND THAT YOUR RETENTION FOR DISEASE APPLIES SEPARATELY TO EACH EMPLOYEE. Naming more than one Covered party in the declarations does not increase your retention.

C. Our Indemnity. We will indemnify you for loss paid by you in excess of your retention. This indemnity may be reduced by a late reporting penalty.

D. Our Limit. The most loss we will reimburse you for with respect to each accident is shown in the declarations. The most loss we will reimburse you for with respect to each employee for disease is shown in the declarations. Naming more than one Covered party in the declarations does not increase our limit.

E. Loss means the amount actually paid by you for damages imposed upon you by law. Loss includes:

1. The amount paid by you in settlement of claims for legal damages;
2. The amount paid by you in satisfaction of awards or judgments for damages;
3. Court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to employers liability claims. This subparagraph 3 does not include:
   a. salaries paid to your employees;
   b. service company fees;
   c. claims administrator fees.

F. Damages includes:

1. Damages for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; and
2. Damages for care and loss of services; and
3. Damages for consequential bodily injury to a spouse, child, parent, brother or sister of the covered employee;

   Provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the covered employee's employment by you; and
4. Damages because of bodily injury to your employee that arise out of and in the course of employment, claimed against you in a capacity other than as employer.

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G. Exclusions. Part Two does not cover:

1. Liability assumed under a contract;
2. Loss payable under the law of any other state than Florida, if you are protected from the loss by any other insurance;
3. Punitive or exemplary damages;
4. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers.
5. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
6. Bodily injury intentionally caused or aggravated by you. This exclusion does not apply to claim expenses (listed in subparagraph 3 of the definition of loss) related to the injury;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury occurring outside the United States of America. This exclusion does not apply to bodily injury to a citizen or resident of Florida who is temporarily working outside the United States for the Covered party;
9. Damages arising out of operations for which you:
   a. have violated or failed to comply with any workers' compensation law, or
   b. have rejected any workers' compensation law.

I. Other Insurance. If, as respects Florida, any other insurance exists protecting you against loss covered by this Coverage Agreement, this Coverage Agreement shall apply in excess of the other insurance.

PART THREE - CLAIMS

A. Your Claims Handling Duties. It is your responsibility to investigate, settle, defend and appeal any claim made against you. It is also your responsibility to investigate, settle, defend and appeal any suit brought or other proceedings instituted against you.

You shall have the obligation to pursue a reasonable settlement and accept any reasonable offer of settlement of any such claim, suit, or other proceedings. You shall use diligence and prudence to settle all such claims, suits, or other proceedings which in the exercise of sound judgment should be settled. However, you shall not make or agree to any settlement for any sum in excess of the Self Insured Retention without the approval of the Trust. In the event of your failure to comply with this paragraph, the Trust shall owe no duty to indemnify you for any loss, cost, or expense paid by you in excess of your Self Insured Retention.

B. Your Claims Reporting Duties. It is important for you to understand that "Written Notice" shall contain complete details of the injury, disease or death. Providing loss runs does not constitute notice.

1. You must give us written notice as soon as you learn of any of the following events involving loss which exceed (or might in the future exceed) 50% of your retention:

   a. claim;
   b. award;
   c. verdict;
   d. action;
   e. suit;
   f. proceeding;
   g. judgment.

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2. You must give us immediate (within 14 days) written notice of any accident involving:
   a. fatality;
   b. spinal cord injury, quadriplegia, paraplegia, or paralysis
   c. a permanent total disability as defined in the workers' compensation law;
   d. serious burn injury;
   e. brain injury;
   f. amputation of a major member.
   g. Loss of vision or any other senses
   h. Massive internal injuries affecting body organ or organs
   i. All workers' compensation employer liability claims
   j. Disabilities for a period of six (6) months or more
   k. Bodily injury to two (2) or more covered employees from a single accident

C. **Claims Information.** You agree to send to us any claims information which we may request.

D. **Claims Participation By Us.** At our own election and expense, we have the right and shall be given the opportunity to participate with you in the settlement, defense or appeal of any claim, suit or proceeding which might involve a loss to us. We have no duty to investigate, handle, settle or defend any claims, suits, or proceedings against you.

E. **Proof of Loss.** When paid loss exceeds your retention, you must provide us with a payment register listing all payments made on the claim. We will reimburse you the amount you have paid in excess of your retention, within 30 days of receiving in a form acceptable to us, a complete and proper proof of loss.

F. **Commutation.** Beginning thirty-six (36) months after receipt of notice by us of a claim, we may then, or at any time after, submit the claim for commutation. If we so elect, the claim shall be submitted to an actuary or appraiser to be mutually appointed by you and us. Should we both fail to agree upon an actuary or appraiser, then each party shall select an actuary or appraiser who shall then select an independent actuary, or appraiser who shall fix a lump sum amount. We may pay the lump sum amount, which shall constitute a full and final release of our liability for the claim. However, such lump sum payment shall not constitute a full and final release of our liability if, after the lump sum payment, any supplemental award is made increasing the amount of benefits payable to the Employee and his/her dependents. Any additional liability, at our election, may immediately be commuted via the process above and we may discharge such liability payment of another lump sum.

G. **Claim Audit.** You will let us or our representative examine and audit claim files upon our request. These audits may be conducted during your regular business hours.

PART FOUR - PREMIUM

A. Deposit and Adjustment Premiums. At the beginning of the **Coverage Agreement** period you must pay us the deposit premium shown in the declarations.

At the end of the **Coverage Agreement** period:

1. You will owe us the amount by which the final premium is greater than the deposit premium; or
2. We will owe you the amount by which the deposit premium is greater than the final premium.

B. Payroll Report. Within 45 days after the end of the **Coverage Agreement Period,** send us a report showing the amount of payroll earned by your employees during the **Coverage Agreement Period.** The report must show payroll separately for each classification.

C. Final Premium. The final premium due us for the coverage agreement period will be computed based on audited payrolls. The final premium will be calculated pro rata based on the time this **Coverage Agreement** was in force. Final premium will not be less than the minimum premium.

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D. **Payroll** means the gross pay of your employees for the coverage agreement period plus other amounts and items received by your employees as part of their pay for the coverage agreement period. We will send you a payroll reporting form describing what is included in payroll.

E. **Records.** You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

F. **Audit.** You will let us or our representatives examine and audit all your payroll records. The audits may be conducted during your regular business hours.

PART FIVE - CONDITIONS

A. **Agreement Upon Terms.** Your acceptance of this **Coverage Agreement** means that you agree with us upon the terms of this **Coverage Agreement.**

B. **Sole Representation.** The **Covered Party** first named in the declarations will act on behalf of all **Covered Parties** to change this **Coverage Agreement,** accept loss payments, receive return premium and give or receive notice of cancellation.

C. **Bankruptcy or Insolvency.** Your bankruptcy or insolvency will not relieve us from the payment of any claim covered by this **Coverage Agreement.** After the retention shown on the declarations has been paid, we will make payments as if you had not become bankrupt or insolvent but not in excess of the **Trust's** Limit of Indemnity. An appropriate court will make payment to the Trustee in Bankruptcy or as directed.

D. **Transfer of Your Rights and Duties.** Your rights or duties under this **Coverage Agreement** may not be transferred without our written consent. This provision does not apply to duties transferred to a Third Party Administrator a claims administrator.

E. **Service and Administration.** This **Coverage Agreement** contemplates the concurrent and continued existence of separate Third Party Administrator service agreement between you and a Third Party Administrator approved by us. You must notify us within 60 days should you decide to change the Third Party Administrator.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Employment Practices Liability	$100,000 SIR
Public Officials Liability	$100,000 SIR

Coverage is only provided for the coverages indicated by an X.

Coverage

X	Employment Practices Liability	$1,000,000 $1,000,000	Per Claim Aggregate Limit
	Retroactive Date	10/01/2018	
X	Public Officials Liability	$1,000,000 $1,000,000	Per Claim Aggregate Limit
	Retroactive Date	10/01/2018	

Note for Claims Made coverage: If no Retroactive Date is shown above, claims will not be excluded based on the date the act was committed.

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (Claims Made and Reported)

In consideration of the payment of the premium, in reliance upon the **Application,** and subject to the Declarations and the terms and conditions of this **Coverage Agreement,** the **Covered Parties** and the **Trust** agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Liability

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period** or, if exercised, the **Extended Reporting Period,** by reason of a **Wrongful Act** in the performance of or failure to perform duties for the **Public Entity.** The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Agreement Period.**

B. Employment Practices Liability

If coverage is granted pursuant to the Declarations, the Trust will pay on behalf of the Covered Party all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period,** or if exercised, the **Extended Reporting Period,** by reason of a **Wrongful Act,** if such Claim is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, **temporary** or **leased employee**(s) of the **Public Entity.** The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period.**

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Agreement Period** you report a potential termination of any employee to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and
2. If applicable, legal assistance in handling the termination.

The most we will pay is $2,500 for each potential employee termination, subject to an **Agreement Period** aggregate of $5,000.

B. Non-Monetary claims

The **Trust** shall defend and pay **Claims Expenses** for a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, subject to the following conditions:

1. Defense costs under this section have an annual aggregate limit of liability of $100,000.
2. The Trust defends the Claim from first notice to **Covered Party.**
3. Notwithstanding any other provisions of this Coverage Agreement, the **Trust** will not pay any attorneys' fees, costs, or other expenses sought by a claimant arising out of or in connection with such non-monetary claim.

C. Key Individual Replacement Expenses

The **Trust** will reimburse the **named covered party** up to a maximum of $25,000 for the actual cost and expenses incurred to replace your Mayor, City/County Manager or City/County Administrator or Executive Director, if the person holding that position suffers an injury during the **coverage agreement period** which results in loss of life during the **coverage agreement period**. **Key Individual Replacement expenses** must

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be incurred by the **Named Covered Party** and reported to us during the **coverage agreement period** or within the **extended reporting period**. This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

D. Emergency Travel Expenses

The **Trust** will reimburse you up to a maximum of $5,000 for all **emergency travel expenses** incurred by your Mayor, City/County Manager, City/County Administrator or Executive Director due to a **certified act of terrorism** that commences during the **coverage agreement period**. **Emergency travel expenses** must be incurred and reported to us during the **coverage agreement period** or within the **extended reporting period.** This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

E. Identity Theft Expenses

The **Trust** will reimburse up to $5,000 to any present Mayor, City/County Manager, City/County Administrator, or Executive Director of the **named covered party** for identity theft expenses that have been incurred during the **coverage agreement period** for an **identity theft event** that occurred during the **coverage agreement period**. Identity theft expenses must be incurred and reported to us during the **coverage agreement period** or within the **Extended reporting period.** This benefit is not subject to a deductible and does not apply to equivalent position of outside third party.

Identity theft expenses means:

1. Costs of notarizing documents required by any financial institution or similar creditors as testaments of fraud.
2. Costs for certified mail to law enforcement agencies, financial institutions or similar creditors; or
3. Loan application fees for reapplying for loans when the original application is rejected solely because of incorrect credit information.

SECTION III - DEFINITIONS

When used in this **Coverage Agreement:**

A. Agreement Period the period of time specified in the Declarations, subject to prior termination pursuant to PGIT MN-090 A. Cancellation of the **Coverage Agreement.**

B. Advertising Injury means any damages based upon or arising out of a wrongful act from one or more of the following:

1. Violation of property rights.
2. Misappropriation of advertising ideas or style of business.
3. Infringement of copyright title or slogan.

C. Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Parties** to the **Trust** in connection with the Trust underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement.**

D. Bodily Injury means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

E. Claim Expenses means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Trust,** or by the **Covered Party** with the **Trust's** prior written consent, in the investigation and defense of covered **Claims.**
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Trust** shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim.**

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Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of the **Trust** or the **Named Covered Party.**

F. Claim means:

1. A civil proceeding against any **Covered Party** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and
2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Covered Party,** commenced by the filing of a notice of charges, investigative order or similar document.

G. Coverage Agreement means, collectively, the Declarations, PGIT MN-090 The Common Agreement Conditions, the **Application,** this **Coverage Agreement** form and any endorsements.

H. Covered Party means:

1. The **Public Entity**.
2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the **Public Entity**.
3. Commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this Coverage Agreement.
4. Volunteers and leased employees acting for or on behalf of, and at the request and under the direction of, the **Public Entity**.
5. Officials and employees of the **Public Entity** appointed at the request of the **Public Entity** to serve with a tax-exempt entity as long as the tax-exempt entity is operated by or under the jurisdiction of the **Public Entity**.
6. The Medical Director for the Covered Party Florida **Public Entity**, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

I. Damages means compensatory damages which the **Covered Party** becomes legally obligated to pay on account of a covered **Wrongful Act,** by way of judgment, award or, with the prior written consent of the **Trust**, settlement. For purposes of this Coverage Form only, **damages** shall also include attorneys' fees, costs, or other expenses which the **Covered Party** becomes legally obligated to pay by way of judgment, award or, with the prior written consent of the **Trust**, settlement.

Damages shall not include:

1. Taxes, fines, penalties, or sanctions.
2. Punitive or exemplary damages or the multiple portion of any multiplied damages award.
3. Matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or
4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

J. Extended Reporting Period means the period for the extension of coverage, if exercised, described in Section VI.

K. Personal Injury means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment.
2. Malicious prosecution.
3. Libel, slander or other defamatory or disparaging material.
4. Publication or an utterance in violation of an individual's right to privacy; and
5. Wrongful entry or eviction, or other invasion of the right to private occupancy.

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L. **Pollutants** shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, wastewater, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Covered Party** for consumption and electric or magnetic or electromagnetic field. **Pollutants** shall also include any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

M. **Property Damage** means:

1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
2. Loss of use of tangible property which has not been physically injured, damaged, or destroyed.

N. **Public Entity** means the municipality, governmental body, department or unit which is named in the Declarations.

O. **Related Claims** means all Claims arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Covered Party,** regardless of whether that earliest date is before the **Agreement Period,** during the **Agreement Period,** or during the Extended Reporting Period, and regardless of the number of **Related Claims,** claimants, defendants or causes of action.

P. **Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Q. **Retaliation** means a **wrongful act** of a **Covered Party** relating to or alleged to be in response to any of the following activities:

1. The disclosure or threat of disclosure by an employee of the **Public Entity** to a superior or to any Governmental agency of any act by a **Covered Party** which act is alleged to be a violation of any Federal, State, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder,
2. The actual or attempted exercise by an employee of the **Public Entity** of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights,
3. The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law,
4. Strikes by employees of the **Public Entity**, or
5. Political affiliation.

R. **Retroactive Date** means the date specified in the Declarations.

S. **Trust** means the Preferred Governmental Insurance Trust.

T. **Wrongful Act** means:

1. With respect to Public Officials Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by the **Public Entity,** or by any other **Covered Party** solely in the performance of duties for the **Public Entity.**
2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** committed by the **Public Entity,** or by any other **Covered Party** solely in the performance of duties for the **Public Entity.**
3. **Wrongful Act** shall include discrimination or harassment of non-employees by the **Public Entity** or by any other **Covered Party**.

U. **Wrongful Employment Practice** means any actual or alleged:

1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive.

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2. Employment related misrepresentation.

3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment.

4. Sexual harassment or another unlawful workplace harassment.

5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure.

6. Wrongful discipline of employees.

7. Negligent evaluation of employees.

8. Failure to adopt adequate workplace or employment policies and procedures; or

9. Employment related libel, slander, defamation or invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

V. **Leased Employee** means a person leased to the **Public Entity** by a labor leasing firm under an agreement between the **Public Entity** and the labor leasing firm, to perform duties related to the conduct of the **Public Entity's** business. **Leased Employee** does not include a **temporary employee**

W. **Temporary Employee** means a person who is furnished to the **Public Entity** to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. **Key Individual Replacement Expenses** means:

1. The cost of advertising the open position; and

2. Travel, lodging and meal expense incurred in interviewing applicants for the open position; and

3. Miscellaneous extra expenses incurred in finding, interviewing, and negotiating with the applicants, including overtime pay, costs to verify the applicants background, and references and legal expenses incurred to prepare employment contracts.

Y. **Emergency Travel Expenses** means the additional cost of travel, accommodating and rescue, including the cost of transporting personal baggage, of a Mayor, City/ County Manager, City/ County Administrator, or Executive Director of the Named Insured incurred as a direct result of the cancellation of that Insured Mayor, City/ County Manager, City/ County Administrator, or Executive Director's previously scheduled transport that necessitates re-scheduling within forty-eight (48) hours of the date and time that the **certified act of terrorism** was first initiated.

Z. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** means the following:

1. The act resulted in insured **losses** in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

AA. **Identity theft event** means the misappropriation of **personally identifiable information** or any other confidential information which has resulted in the wrongful or fraudulent use of such **personally identifiable information**, including but not limited to fraudulently emulating the identity of an individual.

BB. **Personally Identifiable Information** means:

1. Information from which an individual may be uniquely and reliably identified, including but not limited to an individual's name, address, telephone number, or email address, in combination with their Social Security number, account relationships, account numbers, passwords, PIN numbers, credit card numbers or biometric information; or

2. Personal information as defined in any U.S. federal or state privacy protection law governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder, or any similar or related laws or regulations of any foreign jurisdiction, including but not limited to:

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(**a**) Nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act of 1999 as amended and any regulations promulgated thereto.
(**b**) Protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) as amended, and any regulations promulgated thereto.
(**c**) Personal information as defined in the Florida Statute 817.568
(**d**) Customer information held by a creditor or financial institution as defined by and protected under the FTC Red Flags Rule.

SECTION IV - EXCLUSIONS

The **Trust** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim:**

A. Based upon, arising out or attributable to any actual or alleged dishonest, fraudulent, unlawful, criminal, malicious or willful and wanton act, error or omission, or any intentional or knowing violation of the law by a **Covered Party.**

B. Seeking relief or redress in any form other than monetary damages or Claims Expenses for a Claim seeking such non-monetary relief, except as provided in the Supplementary Payments above.

C. Alleging, based upon, arising out or attributable to any:

1. **Bodily Injury;**
2. **Property Damage;**
3. **Personal Injury;**
4. **Advertising Injury;**
5. Any allegation that a **Covered Party** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items C 1, 2, 3, and 4 above; or
6. Any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items C 1, 2, 3, and 4 above.

D. Alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

E. Alleging, based upon, arising out or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

F. Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.

G. Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Covered Party** was not legally entitled.

H. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.

I. Alleging, based upon, arising out or attributable to:

1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants;** or
2. any direction or request that any **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants,** or any voluntary decision to do so.

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J. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

K. Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

L. Brought or maintained by or on behalf of or in the right of any **Covered Party,** however with respects any **Claim** alleging any **Wrongful Employment Practices,** this exclusion shall only apply to crossclaims or counterclaims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party.**

M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Covered Party** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices.**

N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Covered Party** under any contract or agreement, unless such liability would have attached to the **Covered Party** even in the absence of such contract.

O. Alleging, based upon, arising out of or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition. Including but not limited to liability arising out of estimates of probable costs or cost estimates being exceeded, faulty preparation of bid specifications or plans, or failure to award contracts in accordance with statutes or ordinances which under law must be submitted for bids.

P. Alleging, based upon, arising out or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes, or other health care operations, unless specifically included by endorsement attached.

Q. Alleging, based upon, arising out or attributable to the rendering or failure to render medical services, including without limitation:

1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith.

2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

3. Handling, arranging or performing post-mortem examinations on human bodies.

4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society.

5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or

6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.

7. While a **Covered Party** is not properly licensed or their license is under suspension or has been revoked, surrendered, or otherwise terminated. This exclusion applies only to the **Covered Party** whose license is suspended, revoked, surrendered, or otherwise terminated.

8. While a **Covered Party** is under the influence of intoxicants or drugs. This exclusion applies only to the **Covered Party** that was under the influence of intoxicants or drugs.

R. Alleging, based upon, arising out of or attributable to (1) any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by the **Trust**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.

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S. Alleging, based upon, arising out or attributable to (1) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.

T. Alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by the **Trust** and continuously renewed and maintained, if on or before such date any **Covered Party** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

U. Solely with respect to any **Claim** under Coverage Agreements Clause B, Employment Practices Liability:

1. Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by (i) any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (ii) the Fair Labor Standards Act (except the Equal Pay Act), (iii) the National Labor Relations Act, (iv) the Worker Adjustment and Retraining Notification Act, (v)the Consolidated Omnibus Budget Reconciliation Act, (vi) the Occupational Safety and Health Act, any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however this exclusion shall not apply to a **Claim** for **Retaliation**.

2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any Covered Party to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

V. Arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

W. Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.

X. Any **Wrongful Act** arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of automobiles; or the transport of any person.

Y. Arising from activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties; however notwithstanding the forgoing, coverage applies to any claims made against them as Public Officials or Employees of yours.

Z. Based upon, arising out of or attributable to any **media wrongful act** allegedly committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract**.

For purposes of this exclusion, the phrase "**media wrongful act**" means any:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel.

2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name.

3. Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in **1.** and **2.**

4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness.

5. Infliction of emotional distress or mental anguish.

6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy.

7. Plagiarism, privacy or misappropriation of ideas under implied contracts; and

8. Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter, which is false or erroneous,

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resulting from a **Covered Party's** acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "**assumed under contract**" means liability for damages for injury which the **Covered Party** is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the **Covered Party** prior to the occurrence of the injury for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for injury caused in whole or in part by the content of media material used in a media communication.

AA. based upon, arising out of or attributable to any:

1. Access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

2. Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **1.** above; or

3. The loss of loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.**, **2.**, or **3.** above.

As used in this exclusion, "**electronic data**" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Covered Party** shall be considered **Covered Parties** under this **Coverage Agreement**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Covered Party** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Coverage Agreement** including, without limitation, the Deductible applicable to **Damages** and **Claims Expenses** incurred by **Covered Parties** shown in the Declarations, shall also apply to Damages and Claims Expenses incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If the **Trust** terminates or does not renew this **Coverage Agreement** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Coverage Agreement** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Coverage Agreement** for at least one Extended Reporting Period as follows:

A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Coverage Agreement** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of up to 200% of the expiring premium, set forth in the Declarations, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional Extended Reporting Period and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse if written notice of such election is not given by the **Public Entity** to the **Trust,** and the **Trust** does not receive payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

C. The **Trust** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such premium shall be paid by the **Public Entity** to the **Trust** within 10 days following the date of such notice by the **Trust** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.

D. The **Extended Reporting Period,** if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Coverage Agreement Period.** The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Trust** for the **Agreement Period** and **Extended Reporting Period,** combined.

E. A change in **Coverage Agreement** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period.**

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or claim triggering coverage under this Coverage Part and the GENERAL LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, D. COORDINATION OF COVERAGES also apply. Regardless of the number of Coverages purchased, **Covered Parties** against whom **claims** are brought, **claims** made or persons or entities making **claims**:

A. Limit of Liability for Coverage(s) Purchased

1. To each **claim** Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of each **Claim**, including **claims** alleging **related wrongful acts,** first made and reported during the **agreement period.**

2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of all Claims, including all Claims alleging **related wrongful acts,** first made and reported during the **agreement period.**

3. **Claims Expenses** shall not be part of and are in addition to the Aggregate Limit of Liability stated in the Declarations and shall not reduce such Aggregate Limit of Liability.

B. Maximum **Coverage Agreement** Aggregate Limit of Liability

The Maximum **Coverage Agreement** Aggregate Limit of Liability stated in the Declarations is the **Trust's** maximum liability under all Coverages purchased for the sum of all **damages** because of all **claims** under this **Coverage Agreement.**

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C. Deductible

The Deductible stated in the Declarations is applicable to each **claim** under the Coverage Agreement Clauses indicated, including each **claim** alleging **Related Wrongful Acts,** and applies to **damages.** The Deductible shall be paid by the **Public Entity** and shall be borne at the risk of all **Covered Parties,** and shall remain not covered during the **Agreement Period.** The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of **a single claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages,** but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments or Claims Expenses made under this agreement, unless otherwise stated.

D. Multiple **Claims**

All **Related Claims** shall be deemed a single **Claim,** and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII - NOTICE

A. The **Covered Party** shall, as a condition precedent to the obligations of the **Trust** under this **Coverage Agreement,** give immediate written notice to the **Trust** of any **claim,** but in no event later than 30 days after the end of the **Agreement Period,** the Automatic Extended Reporting Period, or, if elected, the Optional Extended Reporting Period.

B. The **Covered Party** shall immediately forward to the **Trust**, every demand, notice, summons, or other process or pleadings received by the **Covered Party** or its representatives.

C. If, during the **Agreement Period,** any **Covered Party** becomes aware of any **wrongful act** which may reasonably be expected to give rise to a **claim** against the **Covered Party,** and during the **Agreement Period** gives written notice thereof to the **Trust** with all available particulars, including but not limited to:

1. The specific **wrongful act;**
2. The dates and persons involved;
3. The identity of anticipated or possible claimants;
4. The circumstances by which the **Covered Party** first became aware of the possible **claim,**

and a **claim** is subsequently made against the **Covered Party** arising from such **wrongful act** and properly reported to the **Trust,** the **claim** shall be deemed to have been first made at the time such written notice was received by the **Trust.**

D. All notices under any provision of this **Coverage Agreement** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Covered Parties** may be given to the **Public Entity** at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.

SECTION IX - DEFENSE AND SETTLEMENT

A. The **Trust** shall have the right and duty to defend any covered **claim** brought against the **Covered Party** even if such **claim** is groundless, false or fraudulent. The **Covered Party** shall not admit or assume liability or settle or negotiate to settle any **claim** or incur any **claims expenses** without the prior written consent of the **Trust,** and the **Trust** shall have the right to appoint counsel and to make such investigation and defense of a covered **claim** as it deems necessary.

B. The **Trust** shall not settle any **claim** without the written consent of the **Public Entity**. If the **Public Entity** refuses to consent to a settlement or compromise recommended by the **Trust** and acceptable to the claimant, then the **Trust's** Limit of Liability under this **Coverage Agreement** with respect to such **claim** shall be reduced to the amount of **damages** for which the **claim** could have been settled plus all **claims expenses** incurred up to the time the **Trust** made its recommendation to the **Public Entity**, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of **damages**.

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C. The **Trust** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **claim** after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of **damages** or after the **Trust** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, the **Trust** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such **claim** to the **Covered Party**.

D. The **Covered Parties** shall cooperate with the **Trust** and provide to the **Trust** all information and assistance which the **Trust** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **claim** covered by this **Coverage Agreement**. The **Covered Parties** shall do nothing that may prejudice the **Trust's** position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

A. The **Covered Parties** represent and acknowledge that all the information and statements provided to the **Trust** by any **Covered Party**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all **Covered Parties**, are the basis of this **Coverage Agreement**, are incorporated into and constituting a part of this **Coverage Agreement**, and are material to the acceptance of this risk or the hazard assumed by the **Trust** under this **Coverage Agreement.**

B. **It is** understood **and** agreed that:

1. This **Coverage Agreement** is issued in reliance upon the truth and accuracy of such representations.

2. The **Public Entity** has and will provide accurate information with regard to loss control audits and network security assessments; and

3. If such representations or such information are not true, accurate and complete, this **Coverage Agreement** shall be null and void in its entirety and the **Trust** shall have no liability hereunder.

SECTION XI - TERRITORY AND VALUATION

A. All premiums, limits, deductibles, **damages, claims expenses** and other amounts under this **Coverage Agreement** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **damages** and **claims expenses** under this **Coverage Agreement** is stated in a currency other than United States of America dollars, payment under this **Coverage Agreement** shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **damages** or **claims expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.

B. Coverage under this **Coverage Agreement** shall extend to **wrongful acts** taking place or **claims** made or **damages** or **claims expenses** sustained anywhere in the world, provided the **claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII - SUBROGATION

In the event of any payment under this **Coverage Agreement**, the **Trust** shall be subrogated to the extent of such payment to all the rights of recovery of the **Covered Parties**. The **Covered Parties** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Trust** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Covered Parties**.

SECTION XIII - ACTION AGAINST THE TRUST AND BANKRUPTCY

A. Except as provided in Section XVI, Alternative Dispute Resolution, no action shall be brought against the **Trust,** unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement,** and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties**

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after actual trial and appeal or by written agreement of the **Covered Parties,** the claimant and the **Trust.**

B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor Increase any of the obligations of the **Trust** hereunder.

SECTION XIV - AUTHORIZATION CLAUSE

By the acceptance of this **Coverage Agreement,** the **Public Entity** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim,** the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement,** the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period,** and the giving or receiving of any other notice provided for in this Agreement, and all **Covered Parties** agree that the **Public Entity** shall act on their behalf.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent the **Trust** from asserting any right under the terms of this **Coverage Agreement**

B. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement,** which is signed by an authorized representative of the **Trust.**

C. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The **Covered Parties** and the **Trust** shall submit any dispute or controversy arising out of or relating to this

Coverage Agreement or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either a **Covered Party** or the **Trust** may elect the type of ADR process discussed below; provided, however that the **Covered Party** shall have the right to reject the choice by the **Trust** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Covered Party** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Trust** and the **Covered Party** mutually agree, in which the **Covered Party** and the **Trust** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Covered Party** and the **Trust** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated in the Declarations as the principal address of the **Public Entity.** The **Public Entity** shall act on behalf of each and every **Covered Party** in connection with any ADR process under this Section

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PUBLIC ENTITY

MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO THE TRUST DURING THE COVERAGE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

Item 1. LIMITS OF LIABILITY (Inclusive of **claim expenses** and subject to sublimits per the insuring agreements**):**

(a)	$2,000,000	Each **claim**
(b)	$2,000,000	Policy Aggregate for all claims during the **Agreement Period**- but sublimited to:

THIRD PARTY LIABILITY COVERAGES		**LIMIT**	**DEDUCTIBLE (each claim inclusive of claim expenses)**
Media Content Services		$2,000,000	$25,000
Privacy and Cyber Security		$2,000,000	$25,000
PCI DSS -Privacy Regulatory Defense, Awards and fines		$1,000,000	$25,000
FIRST PARTY COVERAGES		**LIMIT**	**DEDUCTIBLE (each claim inclusive of claim expenses)**
Cyber Extortion & Ransomware		$500,000	$25,000
Data Breach Response & Crisis Management		$2,000,000	$25,000
Data Recovery		$2,000,000	$25,000
Business Interruption and Extra Expense	Loss of Business Income	$2,000,000	12 hour waiting period
	Extra Expense	$2,000,000	$25,000
Cyber Crime	Cyber Crime Aggregate	$350,000 Agg	$25,000
	Social Engineering Financial Fraud	$350,000	$25,000
	Funds Transfer Fraud	$350,000	$25,000
	Invoice Manipulation	$350,000	$25,000
Utility Fraud	Utility Fraud Aggregate	$350,000	$25,000
	Crypto Jacking	$350,000	$25,000
	Telecommunications Fraud	$350,000	$25,000

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System Failure	Loss of Business Income	$1,000,000	12 hour waiting period
	Extra Expense	$1,000,000	$25,000
Dependent Business Interruption and extra expense	Loss of Business Income	$1,000,000	12 hour waiting period
	Extra Expense	$1,000,000	$25,000
Dependent Business Interruption - System Failure	Loss of Business Income	$1,000,000	12 hour waiting period
	Extra Expense	$1,000,000	$25,000
Bricking		$500,000	$25,000
Consequential Reputational Loss		$500,000	**Waiting Period** 2 weeks **Period of Indemnity** 6 months

Item 2. **RETROACTIVE DATE** (if applicable): 10/01/2018

Words and phrases that appear in **bold** print have special meanings that are defined in PGIT MN-500, PGIT MN-510 or additional definitions exclusive to this endorsement are defined in **SECTION V. DEFINITIONS** of the endorsement.

I. THIRD PARTY INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the **retroactive date** specified in **Item 2.** in the endorsement and that prior to the inception date of this policy no **Covered Party** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim,** then the **Trust agrees as follows:**

A. Media Content Services Liability Coverage
The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period,** alleging a **media wrongful act** committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract.**

B. Privacy & Security Liability Coverage
If, at the time of the respective act, error or omission described below, the **Covered Party** had in force a **privacy policy** pertaining to the subject matter of the corresponding subsection, then:

1. the **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible subject to the limit shown in **Item 1** that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period** by reason of a **privacy and security wrongful act** committed by the **Covered Party** in the **Covered Party's** capacity as such.

2. the **Trust** will pay **privacy notification costs,** in excess of the deductible subject to the limit shown in **Item 1** that the **Covered Party** incurs with the **Trust's** prior written

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consent resulting from the **Covered Party's** legal obligation to comply with a **data breach reporting requirement** due to the **Covered Party's** failure to prevent **unauthorized access,** to the extent such **unauthorized access** (1) results in a **data breach** from a **computer system,** and (2) occurred and was reported in writing to the **Trust** during the **agreement period.**

3. the **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible subject to the limit shown in **Item 1** that the **Covered Party** becomes legally obligated to pay as **regulatory fines** and **claim expenses** as a result of a **regulatory proceeding** first made against the **Covered Party** and reported to the **Trust** during the **agreement period** alleging a **privacy and security wrongful act** by the **Covered Party** committed in the **Covered Party's** capacity as such.**) in this endorsement.**

C. PCI DSS Coverage

1. The **Trust** will pay on behalf of the **Covered Party** for **PCI DSS fine and costs** in excess of the deductible subject to the limit shown in **Item 1** that the **Covered Party** is legally obligated to pay as a result of a **claim** first made against the **Covered Party** and reported to the **Trust** during the **agreement period** or extended reporting period (if applicable) alleging a **PCI DSS wrongful act** by the **Covered Party** or an outsourced provider. .

II. FIRST PARTY INSURING AGREEMENTS

A. Cyber Extortion and Ransomware Threat

The **Trust** will pay or reimburse the **Covered Party** all sums incurred in excess of the deductible up to the limit shown in **Item 1** and with the **Trust's** prior written consent for **cyber extortion expenses** as a result of an **extortion threat** first made against a **Covered Party** in its capacity as such and reported to the **Trust** during the **agreement period** by a person other than an **Covered Party** or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of a **Covered Party.**

B. Data Breach Response and Crisis Management Coverage

The **Trust** will pay or reimburse **data breach response and crisis management costs** incurred in excess of the deductible up to the limit shown in **Item 1** that the **Covered Party** incurs for a continuous eighteen (18) month period resulting from a **data breach** or **cyber security breach** that is first discovered by the **covered party** and as soon as notice of the **data breach** is reported to the Trust. The payment period begins when the breach is reported to the **Trust** in accordance with the notice provision in section **VII. A.**

C. Business Interruption and Extra Expense

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible up to the limit of shown in **Item 1** for:

(a) **Loss of business income** after the **waiting period**; and
(b) **Extra expenses** in excess of the applicable deductible

the **Covered Party** sustains during the **period of restoration** resulting from:

(1) an actual interruption of the use of the **computer system** of the **Covered Party** provided the **claim** results from a **cyber security breach** to the **Covered Party's computer system**; or.

(2) the voluntary and intentional shutdown of the **network**:

a. ordered by an **executive officer** of the **Covered Party** who is authorized to make such an order, due to their reasonable belief that such shutdown would limit the financial impact of a **cyber security breach**; or

b. ordered by any federal, state, local of foreign governmental entity in such entity's regulatory or official capacity, due to a **cyber security breach**,

Where such shutdown directly causes a total or partial interruption or deterioration in the **Covered Party's** business operations. Provided, however the **Covered Party's** maximum limit of liability applicable to voluntary and intentional shutdown of the **network** as outlined above is sublimited to $500,000 and shall be part of, and not in addition to, the limit of liability as stated in **Item 1.**

For purposes of this coverage, **loss of business income** is subject to a **waiting period** as specified in **Item 1.**

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D. **Cyber Crime**- The aggregate limit for all Cyber Crime sublimits is shown in **Item 1,**

(a) Social Engineering Financial Fraud

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to the sublimit shown in **Item 1** for **social engineering financial fraud loss** directly resulting from a **social engineering financial fraud event.** This coverage shall only apply if **you** verify the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

(b) Funds Transfer Fraud

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible and up to the sublimit shown in **Item 1** for **funds transfer fraud loss** that the **Covered Party** incurs directly resulting from a **funds transfer fraud event**, provided that such **funds transfer fraud event** is first discovered by the **Covered Party** during the **coverage agreement period.**

(c) Invoice Manipulation

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible and up to the sublimit shown in **Item 1** for **invoice manipulation loss** that the **Covered Party** incurs directly resulting from an **invoice manipulation fraud event**, provided that such **invoice manipulation fraud event** is first discovered by the **Covered Party** during the **coverage agreement period.**

E. **Utility Fraud**- The aggregate limit for all Utility Fraud sublimits shown below is shown in **Item 1.**

(a) Crypto-Jacking

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to the sublimit shown in **Item 1** for **utility fraud loss** the **Covered Party** incurs directly resulting from a **crypto-jacking event**, provided that the event is first discovered by the **covered party** during the **coverage agreement period.**

(b) Telecommunications Fraud

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to the sublimit shown in **Item 1** for **utility fraud loss** the **Covered Party** incurs directly resulting from a **telecommunications fraud event**, provided that the event is first discovered by the **covered party** during the **coverage agreement period.**

F. **System Failure Coverage**

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible up to the limit shown in **Item 1** for:

a) **loss of business income** after the **waiting period**;

b) **extra expense** in excess of the applicable deductible**,**

during the **period of restoration** that the **covered party** incurs resulting from a **system failure** directly causing a total or partial interruption or deterioration in the **covered party's** business operations.

G. **Dependent Business Interruption**

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible up to the limit shown in **Item 1** for **dependent business interruption loss.**

Solely for purposes of this coverage, the definition of **Network** is defined as:

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

H. **Dependent Business Interruption- System Failure Coverage**

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible up to the limit shown in **Item 1** for **system failure dependent business interruption loss.** Solely for purposes of this coverage, the definition of **Network** is defined as:

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

I. **Bricking** – The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible up to the limit shown in **Item 1** for hardware replacement costs that the Covered Party incurs resulting from a **bricking incident**.

J. **Data Recovery** – The **Trust** will indemnify for **Covered Party** for **data recovery expenses** in excess of the deductible up to the limit shown in **Item 1** that the **covered Party** incurs directly resulting from a **cyber security breach**

K. **Consequential Reputational Loss** – The **Trust** will indemnify the covered party for **consequential reputational loss** in excess of the deductible up to the limit shown in **Item 1** that the **covered party** incurs resulting from **adverse publicity** after the **waiting period** and during the **period of indemnity**:

III. DEFENSE AND SETTLEMENT

A. **Defense**

The **Trust** has the right and duty to defend any **claim** against the **Covered Party** seeking **damages** payable under the terms of this policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. Defense counsel may be designated by the **Trust** or, at the **Trust's** option, by the **Covered Party** with the **Trust's** written consent and subject to the **Trust's** guidelines.

B. **Settlement**

The **Trust** will have the right and duty to make, with the written consent of the **Covered Party,** any settlement of a **claim** under this policy. If the **Covered Party** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Trust** and acceptable to the claimant, then the **Trust's** limit of liability under this policy will be reduced to the amount of **damages** for which the **claim** could have been settled plus all **claim expenses** incurred up to the time the **Trust** made its recommendation, plus an additional seventy percent (70%) of **claims expenses** and **damages** incurred by the **Covered** Party after the **Trust** had made its settlement recommendation, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. **Limit of Liability - Each Claim**

Subject to Paragraph C. below, the **Trust's** limit of liability for **damages** and **claim expenses** for each **claim** first made and reported in writing to the **Trust** during the **agreement period** will not exceed the amount shown in **Item 1.(a)** in the Declarations for "Each **Claim."**

B. **Limit of Liability - Policy Aggregate**

The **Trust's** limit of liability for **damages** and **claim expenses** for all **claims** first made and reported in writing to the **Trust** during the **agreement period** and for all **privacy notification costs** payable under Insuring Agreement I.B.2 will not exceed the aggregate amount shown in **Item1.(b)** in the Declarations as the "Policy Aggregate.

C. **Exhaustion of Limits**

The **Trust** is not obligated to pay any **damages, claim expenses,** or **privacy notification costs** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages, claim expenses,** or **privacy notification costs** or any combination thereof; or after the **Trust** has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the **Covered Party** or, if applicable, to the **excess insurer**(s) of the **Covered Party.**

D. **Deductible**

1. **(a)The** Trust is liable only for that portion of **damages**, **claim expenses**, **regulatory damages**, and **first party costs** (not including loss of **business income**) in excess of the applicable deductible amount as shown in **Item 1**. If more than a single deducible applies to a **claim** and/or **first party incident**, then the **Covered Party** is responsible for paying the highest applicable deductible.

(**b**) Solely with respect to **loss of business income** the Trust is liable only for **loss of business income** in excess of the **waiting period** shown in **Item 1.**

E. **Related Matters and Related Losses**

1. Related Third Party Wrongful Acts

A claim resulting from a **related matter** will be treated as a single claim first made against the **Covered Party** at the time the first such related matter occurred, irrespective of whether such **related matter** occurred prior to or during the **agreement period**, and irrespective of the number of **related matters**, and the identity or number of **Covered Parties** involved.

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2. Related First Party Incidents

(a) A **related matter** involving a **first party incident** (other than a **cyber-extortion threat**) will be considered a single **first party incident** which shall be deemed to have been discovered on the date on which the earliest such **first party incident** was discovered by an **executive officer**.

(b) All **related matters** involving **cyber-extortion threats** will be considered a single **cyber-extortion threat** first occurring on the date the first such **cyber-extortion threat** occurred.

3. **Related Loss** is a **loss** that results or arises from the same, similar, or continuous **claim** or **first party incident.**

All **loss** will be considered a single **loss** occurring at the time the first **related matter** giving rise to such **loss** first occurred or was first discovered, irrespective of the number of **related losses**, and the identity or number of **Covered Parties** involved. **V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)**

A. **Advertising** means publicly disseminated material which promotes the service, business, or product of the **Covered Party** or a client of the **Covered Party,** but only where such material was disseminated at the prior written request of the **Covered Party.**

B. **Agreement Period** means the period of time as stated on the Common Agreement Declarations, beginning on the effective date and expiring on the date of termination, expiration or cancellation of the Coverage Agreement, whichever is earliest.

C. **Assumed under contract** means liability for **damages** for **personal injury** which the **Covered Party** is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the **Covered Party** prior to the occurrence of the **personal injury** for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for **personal injury** caused in whole or in part by the content of **media material** used in a **media communication.**

D. **Authorized Employee** means an employee of **yours** who is authorized by **you** to transfer, or to instruct others to transfer, **money** or **securities.**

E. **Claim** means:

1. a written demand received by a **Covered Party** for monetary damages, including the service of suit or initiation of arbitration proceedings;

2. the initiation of a suit or arbitration proceeding against a **Covered Party** seeking injunctive relief; and

3. with respect to coverage provided under Insuring Clause I.B.3 only, the institution of a **regulatory proceeding** against the **Covered Party.**

F. **Claim Expenses** mean:

1. Reasonable and necessary fees for the defense of a **claim** defended by an attorney selected by the **Trust** in accordance with Section III Defense and Settlement as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim**; and

2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however the **Trust** is not obligated to apply for or furnish any such bond.

G. **Computer system** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Covered Party.**

H. **Covered Party** per the definition from PGIT MN-500 and the following with respects to this endorsement only:

1. independent contractors but only for **media communication** services performed at the direction and for the benefit of the **Covered Party;**

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I. **Damages** means any compensatory damages resulting from a judgment, award or settlement, including pre-judgement and post-judgement interest, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the applicable jurisdiction under which this **Coverage Agreement** is construed, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages does not include:

1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for **media communication** performed or to be performed by the **Covered Party;**
2. Lost investment income;
3. Costs incurred by a **Covered Party** to withdraw or recall technology products, including products that incorporate a Covered Party's **technology products**, **technology services**, or **professional services**;
4. Costs incurred by a **Covered Party** to correct, re-perform or complete any **technology services** or **professional services**;
5. Costs incurred by a **Covered Party** or by a third party at the direction of the **Covered Party** to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a **network** to a level of functionality beyond that which existed prior to a **cyber security breach**;
6. Civil or criminal fines or penalties or compliance violation remedies imposed on a **Covered Party**; provided however, civil fines or penalties shall constitute damages under insuring agreement I.D.1. PCI DSS Coverage;
7. Liquidated damages in excess of a **Covered Party's** liability that otherwise results from a **third party wrongful act**;
8. The monetary value of an electronic fund transfer or transaction that is lost or diminished;
9. Any amounts incurred prior to the **Covered Party** providing notice of a **claim** pursuant to the terms of this **Coverage Agreement;**
10. The value of non-monetary relief, including any amount attributable to or arising therefrom; or
11. Royalty or licensing fees or payments.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

- **a.** where the punitive or exemplary damages were awarded or imposed;
- **b.** where any act which forms the basis of the **claim** took place; or
- **c.** where any **Covered Party** is incorporated, resides, or has its principal place of business.

J. **Data Breach** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a **computer system,** including but not limited to **personally identifiable information,** charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

K. **Data Breach Reporting Requirement** means any provision in a law, statute or regulation, domestic or foreign, that required the **covered party** to provide notification to affected persons of a breach of such person's **personally identifiable information** or protected health information.

L. **Data Breach Response and Crisis Management Costs** means

1. Reasonable and necessary costs charged by **Breach Response Providers** to:
   - **a.** Determine the legal applicability of and actions necessary to respond to a **data breach reporting requirement;**
   - **b.** Perform computer forensics to determine the existence, cause and scope of a **data breach** or **cyber security breach**;

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c. Notify individuals of a **data breach** who are required to be notified pursuant to any **data breach reporting requirement;**
d. Voluntarily notify individuals of a **data breach** who may not be required to be notified;
e. Operate a call center to manage **data breach** inquiries;
f. Provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose **personally identifiable information** was or may have been breached;
g. Provide medical identity restoration for those individuals whose protected health information was or may have been breached;
h. Minimize harm to the **Covered Party's** reputation by hiring a public relations or crisis communications firm, and

2. Reasonable and necessary costs charged by any qualified provider that is not a **Breach Response Provider** so long as the qualified provider:
a. Is pre-approved in writing by the **Trust**; or
b. Provides comparable services to those enumerated in 1.(a) through 1.(h) above and whose rate shall not exceed the rate the **Trust** has pre-negotiated with the **Breach Response Providers**; and

3. Reasonable and necessary costs charged by PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

M. **Cyber Extortion Expenses** means
1. reasonable and necessary money, digital currency, property or other consideration surrendered as payment by or on behalf of the **covered party,** with prior written agreement by the Trust, in order to eliminate, mitigate, or remove a **cyber-extortion threat**; and
2. Reasonable and necessary amounts paid, with prior agreement of the Trust, to qualified third parties to facilitate or negotiate an actual payment by or on behalf of the **covered** party as set forth in paragraph 1 of this definition, including any transaction or currency exchange fees.

Coverage for 1 and 2 above require prior written consent of the Trust.
Amounts surrendered as payment will be deemed reasonable and necessary cyber-extortion expenses only when the **covered party** shows by clear evidence that the amounts surrendered plus any **loss of business income** and **data recovery expenses** otherwise covered by this Policy is materially and measurably less than the sum of any **loss of business income** and **data recovery expenses** that would have otherwise been covered by this **Coverage Agreement.** The **Covered Party** must prepare and submit a complete and final proof of loss to the **Trust** in conformations with the notice requirements of this **coverage agreement section VII a**. In no event will the Trust pay or commit to pay any **cyber extortion expenses** before such amounts are actually paid by the covered party and submitted to the **Trust** for reimbursement in conformance with this provision.

N. **Extra Expense** means reasonable and necessary expenses, including payroll, in excess of the **covered party's** normal operating expenses that the **covered party** incurs to reduce or avoid **loss of business income** and/or restore business operations.

O. **Extortion Threat** means a threat made by a third party or **rogue employee** demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:
1. Disrupt the **network** to impair business operations of the **Covered Party**;
2. Alter, damage or destroy data stored on the **network**;
3. Use the **network** to generate and transmit malware to third parties;
4. Deface the **Covered Party's** website;
5. Access or release data, including **personally identifiable information**, **protected health information**; **confidential business information**, stored or previously stored on the **network**;
6. Refuse to return data stolen from the **network**;
7. Prevent access to the **network** or data by using encryption and withholding the decryption key.
8. Disclose any fact relating to the foregoing to the public or any third party.

P. **Funds Transfer Fraud Loss** means loss of **money** or **securities** directly resulting from a **funds transfer fraud event**.

Q. **Funds Transfer Fraud Event** means an unauthorized and fraudulent written, electronic, or telephonic instruction transmitted to a **financial institution** by a third party falsely purporting to be

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the **covered party**, directing such financial institution to transfer, pay, debit or deliver **money** or **securities** from the **Covered Party's** account without its knowledge or consent.

R. **Insured invoice** means a printed or electronic statement of any **payment** owed to the **Covered Party** for goods, products, or services provided by same.

S. **Invoice Manipulation Fraud Event** means the release or distribution of any fraudulent payment instructions to the **Covered Party's** client, customer or **vendor** as a direct result of a **cyber security breach** in order to mislead or deceive the **Covered Party's** client, customer, or **vendor** into transferring payment intended for paying an **Insured Invoice** to another person or entity.

T. **Invoice Manipulation Loss** means the financial loss the **Covered Party** incurs directly from being unable to collect payment from the **Covered Party's** client, customer, or vendor for any **Insured invoice** directly resulting from an **invoice manipulation fraud event**. It does not include any profit to the **Covered Party** as a result of providing goods, products, or services which is the subject of such **invoice manipulation loss.**

U. **Related Matter**

1. A **third party wrongful act** that is the same, similar or arises from a continuous nexus of facts, circumstances, acts, errors or omissions, whether or not such **third party wrongful act** is logically or causally related or connected; or

2. A **first party incident** that is the same, similar, or arises from a continuous nexus of facts or circumstances, whether or not such **first party incident** is logically or causally related or connected.

V. **Malicious code** means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

W. **Matter** means the content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include **technology products** or products or services described, illustrated or displayed in **matter**.

X. **Media communication** means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of **media material** to the public by or on behalf of the **Covered Party.**

Y. **Media material** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including **advertising.**

Z. **Media Wrongful Act** means any of the following resulting from the Covered Party acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, matter through traditional and/or digital methods, including cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMS and DVDs:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade dress, logo, trade name, service mark or service name;

3. Common law unfair competition or unfair trade practices alleged as a direct result of the acts described above in sections Z.1 and Z.2;

4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;

5. Infliction of emotional distress or mental anguish;

6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

7. Plagiarism, piracy or misappropriation of ideas under implied contracts; and

AA. **Money** means the Covered Party's:

1. Currency, coins and bank notes in current use and having a face value; and

2. Traveler's checks and money orders held for sale to the public.

BB. **Cyber Security breach** means:

1. any unauthorized: access to, use or misuse of, modification to the **network**, and/or denial of **network** resources by cyber-attacks perpetrated by a third party or **rogue employee**

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through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

A series of continuing **cyber security breaches** or related, repeated, or similar **cyber security breaches** shall be considered a single **cyber security breach** and be deemed to have occurred at the time of the first such **cyber security breach.**

CC. **Newly acquired subsidiary** means any entity newly formed or acquired by the **Covered Party** during the **agreement period** in which the **Covered Party** has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:

1. Within sixty (60) days of such formation or acquisition, the **Covered Party** has provided the **Trust** with full particulars of such **newly acquired subsidiary** and the **Trust** has agreed in writing to insure such **newly acquired subsidiary,** but the **Trust** shall not be required to insure such **newly acquired subsidiary;**

2. The **Covered Party** has paid the additional premium, if any, charged by the **Trust** and has agreed to any amendment of the provisions of this policy; and

3. The **Trust** will only provide coverage with respect to a **Claim** when the act or omission is committed on or after the date such **newly acquired subsidiary** became a **newly acquired subsidiary** and prior to the date such **newly acquired subsidiary** ceased to be a **newly acquired subsidiary.** An entity ceases to be a **newly acquired subsidiary** under this policy on the date during the **agreement period** that the **Covered Party's** legal or beneficial interest in such entity becomes less than fifty percent (50%).

DD. **Period of Restoration** means the time period that begins on the specific date the actual interruption of the use of the **Covered Party's computer system** starts and ends on the specific date that the actual interruption of the use of the **computer system** ends. In no event, however, shall the **period of restoration** mean a time period to exceed sixty (60) days.

EE. **Personally identifiable information** means an individual's name in combination with one or more of the following:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;

2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;

3. the individual's social security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or

4. other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, **personally identifiable information** does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

FF. **Personal injury** means injury other than **bodily injury** to a third-party arising out of one or more of the following offenses by reason of a **Covered Party's** act, error or omission in the performance of or negligence regarding the content of any **media communication:**

1. false arrest, detention or imprisonment;

2. libel, slander, or other defamatory or disparaging statement or materials;

3. oral or written publication of material that violates an individual's right of privacy;

4. wrongful entry or eviction, or other invasion of the right of private occupancy;

5. plagiarism, piracy or misappropriation of ideas or style of doing business; and

6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.

GG. **Privacy notification costs** mean reasonable and necessary:

1. costs to hire a security expert to determine the existence and cause of any theft or **unauthorized access** to or disclosure of **personally identifiable information;**

2. costs to notify consumers under a **data breach reporting requirement;**

3. fees incurred to determine the actions necessary to comply with a **data breach reporting requirement;** and

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4. credit monitoring services of the affected consumers if required by **data breach reporting requirement.**

Privacy notification costs will be paid first and will reduce the limit of liability available to pay **damages. Privacy notification costs** do not mean fees, costs or expenses of employees or officers of the Trust, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any **Covered Party.**

HH. **Privacy policy** means written documents that set forth the **Covered Party's** policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of **personally identifiable information.**

II. **Privacy and Security wrongful act** means:

1. the theft or unintentional disclosure or mishandling of **personally identifiable information** that is in the care, custody, or control of the **Covered Party; or**
2. violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of **personally identifiable information** or protected health information; or
3. the **Covered Party's** unintentional failure to timely disclose a breach in violation of any **data breach reporting requirement.**
4. Failure to reasonably implement privacy or security practices required by law or regulations.
5. Failure to prevent a **cyber security breach** that results in:
   a.) The inability of an authorized user to gain access to the **network**;
   b.) The malicious addition, alteration, copy, destruction, deletion, disclosures, damage, removal or theft of data residing on the **network;** or
   c.) The transmission of malware from the **network** to third parties; or
6. Failure to comply with the **Covered Party's privacy policy** and/ or privacy notice.

JJ. **Regulatory fines** means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by the **Covered Party** to the government entity bringing such **regulatory proceeding** in such entity's regulatory or official capacity.

KK. **Regulatory proceeding** means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a **claim** covered by this policy.

LL. **Subsidiary** means any entity of which the **Covered Party** owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the **agreement period** that the **Covered Party's** legal or beneficial ownership interest in such entity becomes less than fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to **claims** made against a **Covered Party** based on any act or omission that was committed on or subsequent to such date.

MM. **Securities** means **your** negotiable and nonnegotiable instruments or contracts representing either **money** or property, and includes tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Covered Party**.

NN. **Social Engineering Financial Fraud Event** means the transfer of **money** or **securities** to an account outside **your** control pursuant to instructions made by a person purporting to be an **authorized employee,** outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an **authorized employee**, **outsourced provider**, or customer of **yours.**

OO. **Social Engineering Financial Fraud Loss** means loss of **money** or **securities** directly resulting from a **social engineering financial fraud event**.

PP. **Unauthorized access** means the gaining of access to **computer systems** by an unauthorized person or persons.

QQ. **PCI DSS Fines and Costs** means fines, penalties, assessments, fraud recovery and operational expense recovery that the **Covered Party** is contractually obligated to pay under its Merchant

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Services Agreement(s) as the result of a **PCI DSS wrongful act** by the **Covered Party** or an outsourced provider. Provided however, PCI DSS fines and costs does not mean interchange fees, discount fees or prospective service fees.

RR. **PCI DSS Wrongful act** means any actual or alleged **cyber security breach** or **privacy and security wrongful act** resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.

SS. **Merchant Services Agreement** means an agreement between the **Covered Party** and a financial institution, credit/debit card company, credit/ debit card processor or Independent service operator enabling the **covered party** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

TT. **Network** means a connected system of computing hardware, software, firmware, and associated electronic components and mobile devises, including industrial control systems and SCADA systems (supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of or leased by a **Covered Party.**

UU. **Dependent Business** means any entity the **Covered Party** relies on to conduct operations pursuant to a written contract.

VV. **Dependent Business Interruption Loss** means:

1. loss of **business income** after the **waiting period**;
2. **extra expense** in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **cyber security breach** to a **dependent business** directly causing a total or partial interruption or deterioration in the **covered party's** business operations.

Dependent Business Interruption Loss does not mean:

1. loss of market share or other consequential loss;
2. loss arising out of liability to any third party;
3. legal expenses;
4. loss incurred as a result of unfavorable business conditions.

WW. **System Failure Dependent Business Interruption Loss** means

1. loss of **business income** after the **waiting period**;
2. **extra expense** in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **system failure** to a **dependent business** directly causing a total or partial interruption or deterioration in the **Covered Party's** business operations.

System Failure Dependent Business Interruption Loss does not mean:

1. loss of market share or other consequential loss;
2. loss arising out of liability to any third party;
3. legal expenses;
4. loss incurred as a result of unfavorable business conditions.

XX. **System Failure** means any unintentional and unplanned outage or failure of the **network.**

YY. **System Failure loss** means **Loss of Business income** and **extra expense. System Failure loss** does not include losses arising out of loss of market share or any other consequential loss and any losses incurred by the **covered party** to upgrade, enhance, or replace the **network** to a condition beyond that which existed immediately prior to sustaining a **system failure.**

ZZ. **Waiting Period** means the number of hours that must elapse prior to commencement of the **period of restoration**.

AAA. **Breach Response Providers** means the **Trust**'s pre-approved panel of breach response vendors.

BBB. **Loss of Business Income** means net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the **Trust**.

A loss of business income calculation is based upon the amount of actual loss of business income the **Covered Party** sustains per hour during the **period of restoration**.

CCC. **Rogue Employee** means an employee of the **Covered Party** who deliberately acts outside the course and scope of employment and whose intentional conduct results in a **claim** or **first party incident**; provided, however, **rogue employee** does not include an executive officer.

DDD. **First Party Incident** means a **cyber security breach**, **extortion threat**, or **data breach**.

EEE. **Third Party Wrongful Act** means a **media wrongful act**, **privacy and security wrongful act,** and **PCI DSS wrongful act**.

FFF. **Technology products** means computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:

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1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of a **Covered Party**; or
2. Leased or licensed by a **Covered Party** to third parties

GGG. **Technology services** means any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.

HHH. **Payment** means currency and bank notes in current use and having a face value; and traveler's checks and money orders held for sale to the public. Payment shall not include cryptocurrency in any form

III. **Vendor** means any person(s) or entity(s) with whom the **Covered Party** has entered into a written contract to provide services to the **Covered Party** and is not owned, operated, or controlled be a **covered party.**

JJJ. **Bricking Incident** means a **cyber security breach** that renders a **computer device** or **Internet of Things device (IoT)** non-functional for its intended purpose, only if reasonable efforts have been made and such device cannot be restored to the level of functionality that existed immediately preceding the **cyber security breach**.

KKK. **Hardware Replacement Costs** means the reasonable and necessary costs to replace a computer device or **Internet of Things Device** with identical or commercially equivalent items that perform the same function.

LLL. **Internet of things device(IoT)** means any nonstandard **computer device** that connects electronically to a network and has the ability to transmit data.

MMM. **Computer device** means desktop and laptop computers, associated input and output devices, mobile devices, data storage devices, networking equipment and back up facilities.

NNN. **Crypto-Jacking Event** means any unauthorized access to, use or misuse of, and/ or modification to the **network** by cyber attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan Horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, for the purpose of mining cryptocurrency that directly results in an **utility fraud loss** incurred by the **Covered Party.**

OOO. **Telecommunications Fraud Event** means any unauthorized access to, use or misuse of, and or modification to the **Covered Party's** telephone system by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, which directly results in an **utility fraud loss** incurred by the **Covered Party** in the form of long-distance telephone charges.

PPP. **Utility Fraud Loss** means an increase in service charges or fees incurred by the **Covered Party** resulting from the unauthorized use of any of the following utilities services:

1. electricity;
2. natural gas;
3. oil;
4. water;
5. internet access, including mobile data;
6. cable or satellite television; or
7. telephone.

provided, however that such additional charges or fees for the utilities services are:

1. incurred pursuant to a written contract between the **Covered Party** and the respective utility provider, which was executed before the crypto-jacking event or telecommunications fraud event first occurred;
2. charged to the **Covered Party** in a periodic billing statement issued by the respective utility provider, which includes usage or consumption information; and
3. not charged at a flat fee to the **Covered Party** that does not scale with the rate or use of the respective utilities service our resource.

QQQ. **Data Recovery Expenses** means reasonable and necessary costs incurred by the **Covered Party** with prior written consent of the Trust to:

1. **Determine** whether damaged or destroyed computer programs, software or electronic data can be replaced, recreated, restored or repaired; and
2. Replace, recreate, restore or repair such damaged or destroyed computer programs, software or electronic data residing on the **network** to substantially the form in which it existed immediately prior to a **cyber security breach**.

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RRR. **Consequential Reputational loss** means net income (net profit before income taxes) that would have been earned by the **covered party** but for **adverse publicity**. **Consequential Reputational Loss** does not include:

1. Amounts arising out of liability to a third party for any reason;
2. Legal costs or legal expenses of any type;
3. Any internal salary, costs or overhead expenses of the **covered party**

SSS. **Adverse Publicity** means the public dissemination in the media of an actual or alleged **cyber security breach** or **data breach** which damages the **covered party's** brand, reputation, or customer trust.

VI. EXCLUSIONS

This endorsement does not apply to any **claim** or **first party incident** alleging, arising out of, based upon, or attributable to:

A. Deliberate Acts/ Personal Profit

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a **Covered Party.** The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the **Covered Party.**

Based upon or arising out of the gaining of any personal profit or advantage to which the **Covered Party** is not legally entitled.

B. Prior Acts

Based upon or arising out of:

1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or
2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute a **related matter.**

C. Bodily Injury/Property Damage

Based upon or arising out of bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these or damage to or destruction of any tangible property, including loss of use thereof whether or not damaged or destroyed; provided, however damage to or destruction of any tangible property does not include the loss of use of computer hardware resulting from a **bricking incident**. For the purposes of this exclusion, "tangible property" shall not include electronic data.

D. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

E. Ownership

Claims made against the **Covered Party** if, at the time the **third party wrongful act** giving rise to such **claim** was committed:

1. any **Covered Party** controlled, owned, operated or managed the claimant; or
2. any **Covered Party** was an owner, partner, member, director, officer or employee of the claimant;

Control of or ownership in a business enterprise is presumed if any **Covered Party** owned or held ten percent (10%) or more of the equity and/or debt instruments of a publicly held corporation, or forty percent (40%) or more owner voting stock of a privately held corporation.

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F. Covered Party v. Covered Party

By or on behalf of any **Covered Party** under this policy against any other **Covered Party** hereunder; however, this exclusion shall not apply to a claim made by an employee of either the **Covered Party** or a **subsidiary** or **newly acquired subsidiary** otherwise covered under this insuring agreement.

G. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

1. the Employee Retirement Income Security Act of 1974;
2. the Securities Act of 1933;
3. the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any **claim** based upon common law principles of liability.

H. Pollution

Based upon or arising out of, whether suddenly or over a long period of time, any:

1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of pollutants; or
2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants.

I. Contractual

Based upon or arising out of any liability of others assumed by the **Covered Party** under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the **Covered Party** even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.A., this exclusion does not apply to liability **assumed under contract;**

J. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

1. for or relating to return on investment, cost savings, or profits;
2. for or relating to time of delivery; or
3. which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

K. Advertising

Based upon or arising out of:

1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
2. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
3. inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in **advertising.**

L. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for **claims** involving a **privacy wrongful act),** false, deceptive or unfair trade practices, false, deceptive or misleading **advertising,** or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising,** consumer protection or restraint of trade.

M. Patent

Based upon or arising out of any actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

N. Privacy

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Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;
2. the collection of information by means of electronic "spiders", "spy bots", "spyware" or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or
3. the unlawful collection or acquisition of **personally identifiable information,** or the failure to comply with a legal requirement to allow a person to opt-in **or opt-out** of the **Covered Party's** obtaining, acquisition, compilation or use of that person's **personally identifiable information.**

O. Governmental Action

Except with respect to Insuring Agreement I.B.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.

P. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a **computer system.**

Q. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

R. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

1. accounting or recovery of profits, royalties, fees or other monies claimed to be due from a **Covered Party** or any **claim** brought by any such party against a **Covered Party** claiming excessive or unwarranted fees, compensation or charges of any kind made by a **Covered Party;** or
2. licensing fees or royalties ordered, directed or agreed to be paid by a **Covered Party** pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity's copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

S. RICO

Violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or RICO) and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.

T. Trade Secrets

Actual or alleged misappropriation of trade secrets; provided, however this exclusion shall not apply to an otherwise covered **claim** directly resulting from a **cyber security breach** under insuring agreement **I.B.**

U. War

Strikes or similar labor action, war, whether declared or not, invasion, act of foreign enemy, civil way, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to any actual, alleged or threated attack against the **network**, with the intention to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives.

V. Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the **Covered Party**, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a **telecommunications fraud event.**

W. Governmental Orders any court order or demand requiring the **Covered Party** to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.

X. Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

Print Date: 6/20/2023

VII. CONDITIONS

A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs

1. The **Covered Party,** as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any **claim** made against the **Covered Party.**
The **Trust** further agrees that the **Covered Party** may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to the **Trust a claim** made against the **Covered Party** during the **agreement period,** if the reporting of such **claim** is as soon as reasonably possible.

2. The **Covered Party,** as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any event which might reasonably be expected to give rise to **privacy notification costs.**

3. If during the **agreement period,** any **Covered Party** becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any **Covered Party,** including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Covered Party** responsible for any alleged act or omission and gives written notice to the **Trust** with all available particulars, including:

a. the specific act or omission;
b. the dates and persons involved;
c. the identity of anticipated or possible claimants;
d. the circumstances by which the **Covered Party** first became aware of the possible **claim;** and
e. potential damages or injury;

then any **claim** that is subsequently made against the **Covered Party** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Trust.** Said documents and information should be reported to the **Trust** at the following address:

Preferred Governmental Insurance Trust
Claims Department
PO Box 614004
Orlando, FL 32861-4004
or
Liabilityclaims@pgcs-tpa.com

4. If during the **agreement period** the **Covered Party** gives written notice to the **Trust** of an event which might reasonably be expected to give rise to **privacy notification costs,** then any **claim** that is subsequently made against the **Covered Party** arising out of such event will be deemed to have been made on the date such written notice was received by the **Trust.**

B. Assistance and Cooperation

1. The **Covered Party** will cooperate with the **Trust** and upon the **Trust's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim** or payment of **privacy notification costs.**

2. The **Covered Party** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Covered Party** in connection with a **claim** or payment of **privacy notification costs.**

3. The **Covered Party** will not, except at the **Covered Party's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Trust.**

C. Action Against the Trust

1. No action may be brought against the **Trust** unless, as a condition precedent thereto:

a. The **Covered Party** has fully complied with all the terms of this policy; and
b. Other than with respect to coverage provided under Insuring Agreements I.B.2 and I.B.3, until the amount of the **Covered Party's** obligation to pay has been finally determined either by judgment against the **Covered Party** after

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actual trial and appeal or by written agreement of the **Covered Party,** the claimant and the **Trust.**

2. Nothing contained in this policy will give any person or organization the right to join the **Trust** as a defendant or co-defendant or other party in any action against the **Covered Party** to determine the **Covered Party's** liability.

D. Bankruptcy

Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate will not relieve the **Trust** of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the **Covered Party,** whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any **damages, claim expenses** or **privacy notification costs** under this policy, the **Trust** will be subrogated in the amount of such payment to all the **Covered Party's** rights of recovery against any person or organization. The **Covered Party** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** will do nothing to prejudice such rights.

G. Changes

Notice to any agent of the **Trust** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Trust** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Trust** to form a part of this policy.

H. Entire Contract

By acceptance of this policy the **Covered Party** warrants that:

1. All of the information and statements provided to the **Trust** by the **Covered Party,** including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Covered Party;**

2. This policy is issued in reliance upon the **Covered Party's** representations;

3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Covered Party** to the **Trust** (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the **Covered Party** and the **Trust** and shall constitute the entire contract between the **Covered Party** and the **Trust;** and

4. Any material misrepresentation or concealment by the **Covered Party** or the **Covered Party's** agent will render the policy null and void and relieve the **Trust** from all liability herein.

I. Notices

Any notices required to be given by the **Covered Party** will be submitted in writing to the **Trust** or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the **Covered Party** under this policy is valid, unless the **Trust's** written consent is endorsed hereon.

K. Innocent Covered Parties

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, the **Trust** agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those **Covered Parties** who did not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Covered Party** must promptly comply with all provisions of this policy upon learning of any concealment.

L. Social Engineering Financial Fraud

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The coverage provided under **Section II, D.** shall apply only if the **Covered Party** verifies the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

M. Valuation

Adjustment for loss related to a **Bricking Incident** will be computed as of the date of loss at the place of the loss and for no more than the interest of the **covered party** and subject to a the limit shown in **Item 1**. The adjustment of loss to **computer device** or **IoT Device** will be subject to the lesser of (1) the cost to repair; or (2) the cost to replace a **computer device** or **IoT Device** with equipment that is the most functionally equivalent even if such equipment: (a) has technological advantages; (b) represents an improvement in function; or (c) forms part of a program or system enhancement.

N. Alternative Dispute Resolution

Any dispute arising out of or relating to the Coverage Agreement, including its construction, application and validity, or any breach thereof, will first be submitted to non-binding mediation administered by a mediation facility to which the **Trust** and the **Covered Party** mutually agree. The **Covered Party** and the **Trust** will attempt in good faith to settle the dispute in accordance with the commercial mediation rules of the American Arbitration Association ('AAA') in effect at the time of the dispute. No award of punitive damages will be made in any such mediation. Each party will bear its own fees and costs in connection with any such mediation. However, the costs incurred through the mediation facility, including the fees and expenses of the mediator, will be shared equally by the parties unless the mediation award provides otherwise. All mediation proceedings will be held in the State of Florida.

VIII. EXTENDED REPORTING PERIODS

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if the **Trust** cancels or refuses to renew this policy due to:

1. nonpayment of amounts due under this policy;
2. noncompliance by the **Covered Party** with any of the terms and conditions of this policy; or
3. any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Covered Party** for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any **claim** or event giving rise to **privacy notification costs** reported during such period will otherwise be governed by this policy.

C. Automatic Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will automatically be provided a period of sixty (60) days in which to give written notice to the Trust of:

1. **Claims** first made against the **Covered Party** during the **agreement period** or the automatic extended reporting period for **third party wrongful acts** committed by a **covered party** after the retroactive date and prior to the end of the **agreement period**; or
2. first party incidents that are first discovered by a **covered party** during said sixty (60) day period and otherwise covered by the Policy.

D. Optional Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the **Covered Party** within sixty (60) days of the date of termination or cancellation of the Coverage Agreement by providing written notice to Preferred and remitting the amount of additional premium described below in which to provide written notice to Preferred of a **claim** first made against the **Covered Party** for a **third party wrongful act** committed by the **Covered Party** after the **retroactive date** and prior to the end of the **coverage agreement period**.

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The additional premium for the Optional Extended Reporting Period will be for:

1. One (1) year, one hundred percent (100% of the policy annual premium;
2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;
3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium;
4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMOBILE
COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

This agreement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	2	Total Any One Accident $1,000,000 $1,000 Deductible Subject to **PGIT MN-306**	Included
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	STATUTORY	Included
AUTO MEDICAL PAYMENTS	2	$2,500	Included
UNINSURED MOTORISTS	2	$30,000	Included
UNDERINSURED MOTORISTS	2	$30,000	Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $_____ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos"	Not Included
PHYSICAL DAMAGE COLLISION COVERAGE	2,8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE TOWING AND LABOR (Not available in California)	N/A	N/A For Each Disablement of A Private Passenger "Auto"	Not Included
		PREMIUM	**INCLUDED**

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ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED SCHEDULE

ITEM FOUR

SCHEDULE FOR HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE	FACTOR (if Liability Cov. Is Primary)	PREMIUM
FL	$ IF ANY	FLAT CHARGE		Included

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF COVERAGE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIRS OR $250,000 , WHICHEVER IS LESS, MINUS $2,000 DED. FOR EACH COVERED AUTO.	**$IF ANY**	**$**	Included
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	**$**	**$**	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIRS OR $250,000 , WHICHEVER IS LESS, MINUS $2,000 DED. FOR EACH COVERED AUTO	**$IF ANY**	**$**	Included
			PREMIUM	Included

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED COVERED PARTY'S BUSINESS	RATING BASIS	PREMIUM
Municipality	**$IF ANY**	Included

FORMS AND ENDORSEMENTS
Forms and endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Specimen

PUBLIC ENTITY

AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description of Covered Auto Designation

Symbols SYMBOL DESCRIPTION

1 = ANY "AUTO."

2 = ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business

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Print Date: 6/20/2023

10 = Per definition assigned on PGIT MN-399, if applicable.

B. Owned Autos You Acquire After the Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during the remainder of the annual coverage term, except as noted in B.2.c. below. If the coverage agreement period is a two year agreement then the annual premium change will be reflected in the 2nd year of the coverage agreement renewal premium.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
   c. Additional and return premium will be subject to pro-rata adjustment. This pro-rata adjustment will apply to all coverage for the "autos" that are added or deleted.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II- LIABILITY COVERAGE

A. Coverage

We will pay all sums a “covered party” legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums a “covered party” legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

1. Who Is A Covered Party

The following are "covered parties":

Specimen

a. You for any covered "auto."

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

(4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."

(5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of a "covered party" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the "covered party":

(1) All expenses we incur.

(2) Up to $1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.

(4) All reasonable expenses incurred by the "covered party" at our request, including actual loss of earning up to $250 a day because of time off from work.

(5) All costs taxed against the "covered party" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "covered party" would have in the absence of the contract or agreement.

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3. Workers' Compensation

Any obligation for which the “covered party” or the “covered party’s” coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability "Bodily injury" to:

a. An employee of the “covered party” arising out of and in the course of employment by the “covered party”; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

(1) Whether the “covered party” may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the “covered party” under an "insured contract."

5. Fellow Employee

"Bodily injury" to any fellow employee of the “covered party” arising out of and in the course of the fellow employee's employment.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party’s" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

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(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "covered party"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Professional Liability

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

14. Racing

This coverage does not apply to any "bodily injury" or "property damage" sustained as a result of any covered "auto" while the covered "auto" is being used in any professional or non-professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained while the "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

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1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.

2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.

4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations - **FLORIDA AUTOMOBILE LIABILITY LIMITS** we will pay:

a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;

b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or

c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.

5. Damages will not include:

a. taxes, fines, penalties, or sanctions;

b. punitive or exemplary damages or the multiple portion of any multiplied damages award;

c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

D. Other Coverage

For any covered “autos” you do not own, hire, rent or borrow that are used in connection with your business, the coverage provided by this Coverage Form is excess over any other collectible coverage.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage. From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

c. Collision Coverage. Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

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2. Towing
We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Theft: We will pay up to $50 per day subject to the rental coverage aggregate provided in coverage part 5. Rental Coverage below of $5,000 in any one coverage period for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage agreement's expiration, when the covered "auto" is returned to use or we pay for its "loss."

5. Rental Coverage

a. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered “auto” or,

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred that relate directly to the “loss” of the covered auto.

(2) The maximum payment stated applicable to “any one day” or “any one coverage period” for each occurrence.

d. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

e. The maximum amount payable is $50.00 per day per covered automobile per occurrence, or $5,000 in the aggregate for the coverage period in which the losses occur. The rental coverage for theft also applies under this same aggregate.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

(4) Equipment designed or used for the detection or location of radar.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this agreement:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

c. We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, or stunting activity, or while practicing for any such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. 110% of the value reported on the applicable schedule

4. If the valuation type shown on the automobile schedule is “agreed value”, then items C1 and 3 do not apply and the loss is paid based on the cost to repair or the agreed value on the schedule, whichever is less, less the applicable deductible.

5. Limited Replacement Cost: We will reimburse, on a replacement cost basis, the Named Covered Party of an owned and scheduled private passenger vehicle, light truck, or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or vehicle types other than those listed in the preceding sentence.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is A Covered Party

1. You while "occupying" or, while a pedestrian, when struck by any "auto."

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2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."

3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by an covered party while the "auto" is being prepared for such a contest or activity.

D. Limit of Coverage

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

E. Changes In Conditions

Section V - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section V.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

SECTION V - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

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1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "covered party's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "covered party" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

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4. Loss Payment - Physical Damage

Coverages At our option we may:

a. Pay for, repair or replace damaged or stolen property; or

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

6. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

a. Formal proclamations or resolutions by your governing board in opposition to such legislation;

b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

c. Personal contact by your officials and employees with legislators identified by us.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "covered party," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the Coverage Agreement period shown in the Declarations; and

b. Within the coverage territory. The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico; and

(4) Canada.

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We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.

b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding that the “covered party” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "covered party";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the “covered party” for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the

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covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment."

d. Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

d. That does not comply with Florida Statute 768.28.

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G. "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.

H. "Loss" means direct and accidental loss or damage.

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in paragraphs **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos":

J. "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. "Property damage" means damage to or loss of use of tangible property.

L. "Suit" means a civil proceeding in which:

(1) Damages because of "bodily injury" or "property damage"; or

(2) A "covered pollution cost or expense"

to which this coverage applies, are alleged.

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are
claimed and to which the "covered party" must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other Physical Damage Coverage provisions will apply.
3. Paragraph **1.** of Loss Conditions, Appraisal for Physical Damage Loss, is replaced by the following:

   1. Appraisal for Physical Damage Loss

   If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

   a. Pay its chosen appraiser; and
   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we still retain our right to deny the claim.

B. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by a "covered party" with us for:
   a. "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
   b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
   c. "Loss" to a covered "auto" or its equipment, in any amount;
   either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

3. The request must state:
   a. Why mediation is being requested.
   b. The issues in dispute, which are to be mediated.

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4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. The participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

FLORIDA UNINSURED MOTORISTS COVERAGE – NON-STACKED

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09 ENDORSEMENT EFFECTIVE: 10/01/2023

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300;**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

Limit of Coverage	$30,000	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. We will pay all sums the "covered party" is legally entitled to recover as compensatory damages from the owner or drive of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "covered party" caused by an "accident" The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle," we will pay for this coverage only if **a.** or **b.** below applies:
   - **a.** The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   - **b.** A tentative settlement has been made between a "covered party" and the insurer of the "underinsured motor vehicle" and we:
     - **(1)** Have been given prompt written notice of such tentative settlement; and
     - **(2)** Advance payment to the "covered party" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is A Covered Party

If the Named Covered Party is designated in the Declarations as:
1. An individual, then the following are "covered parties":
   - **a.** The Named Covered Party and any "family members."
   - **b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   - **c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "covered party."

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "covered parties":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "covered party."

C. Exclusions

This coverage agreement does not apply to:

1. Any claim settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle."
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. "Bodily injury" sustained by:
   a. An individual Named Covered Party while "occupying" or when struck by a vehicle owned by that individual Named Covered Party that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Covered Party that is covered for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
   d. Any "covered party" with respect to damages for pain, suffering, mental anguish or inconvenience unless the "bodily injury" consists in whole or in part of:
      (1) Significant and permanent loss of an important bodily function;
      (2) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;
      (3) Significant and permanent scarring or disfigurement; or
      (4) Death.
5. Punitive or exemplary damages.

D. Limit of Coverage

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule of Declarations. However, any recovery for damages sustained by an individual Named Covered Party or any "family member":
   a. While "occupying" a vehicle owned by that Named Covered Party or any "family member" may equal, but not exceed, the limit of coverage for Uninsured Motorists Coverage applicable to that vehicle.
   b. While 'occupying" a vehicle not owned by that Named Covered Party or any "family member" may equal, but not exceed, the sum of:
      (1) The limit of coverage for Uninsured Motorists Coverage applicable to the vehicle such Named Covered Party or any "family member" were "occupying" at the time of the "accident," and
      (2) The highest limit of coverage for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to such Named Covered Party or any "family member";

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c. While not "occupying" any vehicle may equal, but not exceed, the highest limit of coverage for Uninsured Motorists Coverage applicable to any one vehicle under any one policy affording coverage to an individual Named Covered Party or any "family member."

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, No-Fault Coverage Endorsement, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

3. We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

4. We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes in Conditions

The conditions are changed for Uninsured Motorists Coverage Non-Stacked as follows:

1. Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage – Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:
If there is other applicable coverage available under one or more Coverage Forms, policies or provisions of coverage:
a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage form or policy providing coverage on either a primary or excess basis.
b. Any coverage we provide with respect to a vehicle the Named Covered Party does not own shall be excess over any collectible Uninsured Motorists Coverage providing coverage on a primary basis.
c. If the coverage under this Coverage Form is provided:
(1) On a primary basis, we will pay only our share of the loss that must be paid under an agreement providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
(2) On an excess basis, we will pay only our share of the loss that must be paid under coverage providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:
a. Promptly notify the police if a hit-and-run driver is involved; and
b. Promptly send us copies of the legal papers if a "suit" is brought.
c. A person seeking Uninsured Motorists Coverage must also promptly notify us in writing by certified or registered mail of a tentative settlement between the "covered party" and the insurer of the vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle" and allow us 30 days to advance payment to that "covered party" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle."

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:
If we make any payment and the "covered party" recovers from another party, the "covered party" shall hold the proceeds in trust for us and pay us back the amount we have paid.
Our rights do not apply under this provision with respect to Uninsured Motorists Coverage if we:
a. Have been given prompt written notice of a tentative settlement between a "covered party" and the insurer of a vehicle described in Paragraph **b.** of the definition of an "uninsured motor vehicle"; and
b. Fail to advance payment to the "covered party" in an amount equal to the tentative settlement within 30 days after receipt of notification.
If we advance payment to the "covered party" in an amount equal to the tentative settlement within 30 days after receipt of notification:

c. That payment will be separate from any amount the "covered party" is entitled to recover under the provision of Uninsured Motorists Coverage; and

d. We also have a right to recover the advanced payment.

4. The following Condition is added:

a. Arbitration

(1) If we and a "covered party" do not agree:

(a) Whether that person is legally entitled to recover damages under this endorsement; or

(b) As to the amount of damages that are recoverable by that person;

Then the matter may be mediated, in accordance with the Mediation Provision contained in General Conditions, if the damages resulting from "bodily injury" are for $10,000 or less, or arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expense of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the "covered party" lives.

Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

b. Florida Arbitration Act

If we and a "covered party" agree to arbitration, the Florida Arbitration Act will not apply.

c. Mediation

(1) In any claim filed by a "covered party" with us for:

(a) "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

(b) "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto"; or

(c) "Loss" to a covered "auto" or its equipment, in any amount;

either party may make a written demand for mediation of the claim prior to the institution of litigation.

(2) A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

(3) The request must state:

(a) Why mediation is being requested.

(b) The issues in dispute, which are to be mediated.

(4) The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone, if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expense of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

(5) Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

(6) The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

F. Additional Definitions

As used in this endorsement:

Specimen

1. "Family member" means a person related to an individual Named Covered Party by blood, marriage or adoption who is a resident of such Named Covered Party's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy applies at the time of an "accident";
   b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which a "bodily injury" liability bond or policy applies at the time of an "accident" but the amount paid under that bond or policy to a "covered party" is not enough to pay the full amount the "covered party" is legally entitled to recover as damages caused by the "accident";
   c. For which an insuring or bonding company denies coverage or becomes insolvent; or
   d. For which neither the driver nor owner can be identified. The land motor vehicle or "trailer" must
      (1) Hit an individual Named Covered Party or any "family member," a covered "auto" or a vehicle such Named Covered Party or any "family member" are "occupying"; or
      (2) Cause an "accident" resulting in "bodily injury" to an individual Named Covered Party or any "family member" without hitting that Named Covered Party, any "family member," a covered "auto" or a vehicle such Named Covered Party or any "family member" are "occupying."

      If there is no physical contact with the land motor vehicle or "trailer," the facts of the "accident" must be proved. We will only accept competent evidence other than the testimony of a person making claims under this or any similar coverage.

   However, "uninsured motor vehicle" does not include any vehicle:
   e. Owned by a governmental unit or agency;
   f. Designed for use mainly off public roads while not on public roads; or
   g. Owned by or furnished or available for the regular use of the Named Covered Party, or if the Named Covered Party is an individual, any "family member" unless it is a covered "auto" to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the Named Covered Party, or if the Named Covered Party is an individual, any "family member."

Specimen

PUBLIC ENTITY

AUTOMOBILE DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09 ENDORSEMENT EFFECTIVE: 10/01/2023

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the AUTOMOBILE COVERAGE FORM, PGIT MN-300:

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

"Bodily Injury" And "Property Damage" Combined	$1,000	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

LIABILITY COVERAGE is changed as follows:

A. LIABILITY COVERAGE DEDUCTIBLE

The damages caused in any one "accident" that would otherwise be payable under LIABILITY COVERAGE will be reduced by the Liability Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

B. BODILY INJURY LIABILITY COVERAGE DEDUCTIBLES

1. Per Person

   The damages that would otherwise be payable under LIABILITY COVERAGE for "bodily injury" sustained by any one person, in any one "accident," will be reduced by the "Bodily Injury" Per Person Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

2. Per Accident

   The damages that would otherwise be payable under LIABILITY COVERAGE for all "bodily injury" caused in any one "accident" will be reduced by the "Bodily Injury" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLE

The damages that would otherwise be payable under LIABILITY COVERAGE for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Per "Accident" Deductible shown in the Schedule prior to the application of the LIMIT OF COVERAGE provision.

D. OUR RIGHT TO REIMBURSEMENT

To settle any claim or "suit" we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

Florida Personal Injury Protection

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We agree with the "Named Covered Party," subject to all provisions of this endorsement and to all of the provisions of the agreement except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of $1,000 is applicable to the following "Named Covered Party" only:

ZZZ, Town of

Benefits	**Limit Per Person**
Total Aggregate Limit	Up to $10,000 Limit (Medical and Disability Benefits)
Death Benefits	$5,000 (in addition to the medical and disability benefits)
Medical Benefits	80% of reasonable medical expenses subject to total aggregate limit
Disability Benefits	60% of loss of gross income and earning capacity and replacement services subject to total aggregate limit (payable every two weeks)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for a "covered party" who sustains bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, subject to the limits shown in the schedule, as follows:

1. Medical Benefits

All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital and nursing services if the individual received initial services and care as provided herein within 14 days after the motor vehicle accident, and for necessary remedial treatment and services recognized and permitted under the laws of the state for a "Covered Party" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary." Initial services and care must be lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapter 458 (medical physician)

Specimen

or Chapter 459 (osteopathic physician), a dentist licensed under Chapter 466, or a chiropractic physician licensed under Chapter 460 or that are provided in a hospital or facility that owns or is wholly owned by a hospital. Initial services include care provided by a person or entity licensed under Part III of Chapter 401, which provides emergency transportation and treatment. Follow-up services and care must be consistent with the underlying medical diagnosis rendered as part of the initial services and care provided so long as such care and services are provided by persons and entities authorized pursuant to s.627.736 (1)(a)2. of Florida's Motor Vehicle No-Fault law, as amended. Medical Benefits do not include massage as defined in s. 480.033 or acupuncture as defined in s. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision. Reimbursement for services and care is provided (subject to the 80% limitation) up to $10,000 if a physician licensed under Chapter 466 (medical) or Chapter 459 (osteopathic), dentist licensed under Chapter 466, physician assistant licensed under Chapter 458 or Chapter 459, or an advanced registered nurse practitioner licensed under Chapter 464 has determined that the injured person had an emergency medical condition. Reimbursement is limited to $2500 (subject to the 80% limitation) if the injured person did not have an emergency medical condition.

2. **Disability Benefits**
   With respect to the period of disability of the injured person any loss of gross income and loss of earning capacity per individual from the inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his or her household; and
3. **Death benefits**
   Death benefits of $5,000 per individual in addition to the Medical Benefits and the Disability Benefits provided. We may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or by marriage, or to any person appearing to us to be equitably entitled to such benefits.

B. Who Is A Covered Party

1. The "Named Covered Party"
2. If the "Named Covered Party" is an individual, any "family member."
3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" and relatives residing in the same household while occupying another motor vehicle owned by the named insured and not insured under this policy;
2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her injury under any of the following circumstances:
   a. Causing injury to himself or herself intentionally; or
   b. Being injured while committing a felony.
4. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
5. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the owner's insurer; or
6. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

Print Date: 6/20/2023

D. Limits of Coverage

1. Regardless of the number of persons covered, policies or bounds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection Medical benefits and Disability Benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be $10,000, provided that payment for Death Benefits shall be $5,000 per person, per accident in addition to the aggregate Medical benefits and Disability benefits maximum limitation of $10,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. This insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule, if any, will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1, A.2,** and **A.3** of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the Death Benefit.
5. As provided for in Section 627.736 (5) of Florida's Motor Vehicle no-Fault Law, as amended, we limit payment to providers subject to the schedule of charges set forth within that section of the law. We will pay all charges (subject to the 80% limitation) for Medical Benefits to providers submitting charges less than those allowed under that section of the law.

E. Changes in Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event of Accident, Claim, Suit or Loss:
   In the event of an "accident", the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."
   If any injured person or his legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:
   No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer of Rights of Recovery Against Others to Us is replaced by the following:
   Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
   a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
   b. If any person to or from whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
   c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

Sample

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following: We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "covered party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party." If we had reasonable belief that a fraudulent insurance act has been committed under Florida's No-Fault Insurance Law, we will notify the claimant, in writing, within 30 days after submission of the claim that we are investigating the claim for suspected fraud. At the end of the initial 30-day period we will have an additional 60 days to conduct our fraud investigation. Within 90 days of submission of the claim we will either deny the claim based upon our finding of fraudulent activity or pay the claim with simple interest from the date the claim was submitted until the date the claim is paid. If we deny the claim based upon a finding of fraudulent activity we will report such information to the Florida Division of Insurance Fraud.

F. Additional Conditions

The following Conditions are added:

1. Mediation
   a. In any claim filed by a "Covered Party" with us for:
      1. "Bodily Injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
      2. "Property Damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto" or;
      3. "Loss" to a covered "auto" or its equipment, in any amount, either party may make a written demand for mediation of the claim prior to the institution of litigation.
   b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.
   c. The request must state:
      1. Why the mediation is being requested.
      2. The issues in dispute, which are to be mediated.
   d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.
   e. Only one mediation may be requested for each claim unless all parties agree to a further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.
   f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.
2. Modification Of Agreement Coverages
   Any Automobile Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits, but shall not be payable for the amount of the deductible selected.
3. Proof Of Claim; Medical Reports and Examination: Payment of Claim Withheld

Specimen

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium
In the event of any change in the rules, rates, rating plant, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement. If the recomputed premium exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions for Rented or Leased Vehicles
Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:
The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory
The coverage under this Section applies only to "accidents" which occur during the agreement period:

a. In the state of Florida;

b. As with respect to the "Named Covered Party" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and

c. As with respect to the "Named Covered Party", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions
As used in this endorsement:

1. "Motor Vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;
However, "motor vehicle" does not include:

a. A mobile home;

b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

2. "Family member" means a person related to the "Named Covered Party" by blood, marriage or adoption including a ward or foster child who is resident of the same household as the "Named Covered Party".

3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:
   a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
   b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
   c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
   a. Serious jeopardy to patient health;
   b. Serious impairment to bodily functions; or
   c. Serious dysfunction of any bodily organ or part.
8. "Medically Necessary" refers to medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
   a. In accordance with generally accepted standards of medical practice;
   b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
   c. Not primarily for the convenience of the patient, physician, or other health care provider.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section II – Liability Coverage is changed as follows:

1. Paragraph **a.** of the Pollution Exclusion (**B.11.**) applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody or Control does not apply.

B. Changes in Section VI – Definitions

For the purposes of this endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto" not designed or used for storing or hauling fuel or oil; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

MUTUAL AID ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums you legally must pay for "loss" to an "auto," including its equipment, owned by any municipality, fire district, ambulance district, fire department or fire company which provides you police, ambulance services or fire assistance.
2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when our limit for this coverage has been exhausted by payment of judgments or settlements.

B. Exclusions

This coverage does not apply to:

1. Any expense incurred in or material used in connection with the operation of the "auto" or its equipment.
2. "Loss" caused by declared or undeclared war or insurrection or any of their consequences.
3. "Loss" caused by the explosion of a nuclear weapon or its consequences.

C. Limit of Coverage

The most we will pay for all "loss" from any one "accident" is the limit of coverage stated in the Declarations. Our obligation under "bodily injury" and "property damage" is to pay damages on your behalf in excess of any deductible or self insured retention stated in the declarations applicable to such coverages.

D. Conditions

All the Conditions apply to the coverage provided by this endorsement except Other Insurance. The coverage provided by this endorsement is primary.

Specimen

PUBLIC ENTITY

GARAGE COVERAGE FORM

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description of Covered Auto Designation Symbols

SYMBOL DESCRIPTION

21 = ANY "AUTO."

22 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the coverage agreement begins.

23 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.

24 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.

25 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

26 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.

28 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

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29 = NONOWNED "AUTOS" USED IN YOUR GARAGE BY BUSINESS. Any "auto" you do not own, lease, hire, rent or borrow used in connection with your garage business described in the Declarations. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households while used in your garage business

30 = "AUTOS" LEFT WITH YOU FOR SERVICE, REPAIR, STORAGE OR SAFEKEEPING. Any customer's land motor vehicle or trailer or semitrailer while left with you for service, repair, storage or safekeeping. Customers include your "employees," and members of their households, who pay for the services performed.

31 = DEALERS "AUTOS" AND "AUTOS" HELD FOR SALE BY NON-DEALERS OR TRAILER DEALERS (PHYSICAL DAMAGE COVERAGES). Any "autos" and the interests in these "autos" described in Item Seven of the Dealers' Supplementary Schedule or Item Nine of the Non-Dealers' and Trailer Dealers' Supplementary Schedule.

B. Owned Autos You Acquire After The Coverage Agreement Begins

1. If Symbols 21, 22, 23, 24, 25, or 26 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the Coverage Agreement period.

C. Certain Trailers And Temporary Substitute Autos

If Liability coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

1. "Garage Operations" - Other Than Covered "Autos"

a. We will pay all sums a "Covered Party" legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies caused by an "accident" and resulting from "garage operations" other than the ownership, maintenance or use of covered "autos." We have the right and duty to defend any "Covered Party" against a "suit" asking for these damages. However, we have no duty to defend any "Covered Party" against a "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable Liability Coverage Limit of Coverage - "Garage Operations" - Other Than Covered "Autos" has been exhausted by payment of judgments or settlements.

b. This coverage applies to "bodily injury" and "property damage" only if:

(1) The "accident" occurs in the coverage territory;

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(2) The "bodily injury" or "property damage" occurs during the Coverage Agreement period; and

(3) Prior to the Coverage Agreement period, no "Covered Party" listed under Who Is A Covered Party and no "employee" authorized by you to give or receive notice of an "accident" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "Covered Party" or authorized "employee" knew, prior to the Coverage Agreement period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the Coverage Agreement period will be deemed to have been known prior to the Coverage Agreement period.

c. "Bodily injury" or "property damage" which occurs during the Coverage Agreement period and was not, prior to the Coverage Agreement period, known to have occurred by any "Covered Party" listed under Who Is A Covered Party or any "employee" authorized by you to give or receive notice of an "accident" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the Coverage Agreement period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "covered party" listed under Who Is A Covered Party or any "employee" authorized by you to give or receive notice of an "accident" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. "Garage Operations" - Covered "Autos"

We will pay all sums a "Covered Party" legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos."

We will also pay all sums a "Covered Party" legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from "garage operations" involving the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "Covered Party" against a "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend any "Covered Party" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this coverage does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Coverage - "Garage Operations" - Covered "Autos" has been exhausted by payment of judgments or settlements.

3. Who Is A Covered Party

a. The following are "Covered Parties" for covered "autos":

(1) You for any covered "auto."

(2) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(a) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(c) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is your "garage operations."

(d) Your customers, if your business is shown in the Declarations as an "auto" dealership. However, if a customer of yours:

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(i) Has no other available coverage (whether primary, excess or contingent), they are a "Covered Party" but only up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

(ii) Has other available coverage (whether primary, excess or contingent) less than the compulsory or financial responsibility law limits where the covered "auto" is principally garaged, they are a "Covered Party" only for the amount by which the compulsory or financial responsibility law limits exceed the limit of their other coverage.

(e) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

(3) Anyone liable for the conduct of a "Covered Party" described above but only to the extent of that liability.

b. The following are "Covered Parties" for "garage operations" other than covered "autos":

(1) You.

(2) Your partners (if you are a partnership), members (if you are a limited liability company), "employees," directors or shareholders but only while acting within the scope of their duties.

4. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Coverage, we will pay for the "Covered Party":

(1) All expenses we incur.

(2) Up to $2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "Covered Party" we defend, but only for bond amounts within our Limit of Coverage.

(4) All reasonable expenses incurred by the "Covered Party" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "Covered Party" in any "suit" against the "Covered Party" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "Covered Party" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "Covered Party." But for "garage operations" other than covered "autos" this exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

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2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "Covered Party" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "Covered Party" or the "Covered Party's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "Covered Party" arising out of and in the course of:

(1) Employment by the "Covered Party"; or

(2) Performing the duties related to the conduct of the "Covered Party's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

c. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

d. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)**, **(2)** or **(3)** above are directed.

This exclusion applies:

(1) Whether the "Covered Party" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "Covered Party" under an "insured contract." For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "Covered Party" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving:

a. Property owned, rented or occupied by the "Covered Party";

b. Property loaned to the "Covered Party";

c. Property held for sale or being transported by the "Covered Party"; or

d. Property in the "Covered Party's" care, custody or control.

But this exclusion does not apply to liability assumed under a sidetrack agreement.

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7. Leased Autos

Any covered "auto" while leased or rented to others. But this exclusion does not apply to a covered "auto" you rent to one of your customers while their "auto" is left with you for service or repair.

8. Pollution Exclusion Applicable To "Garage Operations" - Other Than Covered "Autos"

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) At or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any "Covered Party";

(2) At or from any premises, site or location that is or was at any time used by or for any "Covered Party" or others for the handling, storage, disposal, processing or treatment of waste;

(3) At or from any premises, site or location on which any "Covered Party" or any contractors or subcontractors working directly or indirectly on any "Covered Party's" behalf are performing operations:

(a) To test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of the "pollutants"; or

(b) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "Covered Party," contractor or subcontractor; or

(4) That are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any "Covered Party" or any person or organization for whom you may be legally responsible.

Paragraphs **a. (1)** and **a. (3) (b)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. A hostile fire means one that becomes uncontrollable, or breaks out from where it was intended to be.

Paragraph **a. (1)** does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Paragraph **a. (3) (b)** does not apply to "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from material brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any "Covered Party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants";

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

However, this paragraph does not apply to liability for damages because of "property damage" that the "Covered Party" would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

9. Pollution Exclusion Applicable To "Garage Operations" - Covered "Autos"

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "Covered Party"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Covered Party" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Covered Party."

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "Covered Party" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

10. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply while that covered "auto" is being prepared for such a contest or activity.

11. Watercraft Or Aircraft

Any watercraft or aircraft except watercraft while ashore on premises where you conduct "garage operations."

12. Defective Products

"Property damage" to any of your "products," if caused by a defect existing in your "products" or any part of your "products," at the time it was transferred to another.

13. Work You Performed

"Property damage" to "work you performed" if the "property damage" results from any part of the work itself or from the parts, materials or equipment used in connection with the work.

14. Loss Of Use

Loss of use of other property not physically damaged if caused by:

a. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

b. A defect, deficiency, inadequacy or dangerous condition in your "products" or "work you performed."

But this exclusion, **14.b.**, does not apply if the loss of use was caused by sudden and accidental damage to or destruction of your "products" or "work you performed" after they have been put to their intended use.

15. Products Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your "products" or "work you performed" or other property of which they form a part, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

16. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

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17. Liquor Liability

"Bodily injury" or "property damage" for which a "Covered Party" may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you use the premises in part for the following purposes:

(1) Serving or furnishing alcoholic beverages for a charge whether or not such activity:

(a) Requires a license; or

(b) Is for the purpose of financial gain or livelihood; or

(2) Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity.

C. Limit Of Coverage

1. Aggregate Limit Of Coverage - "Garage Operations" - Other Than Covered "Autos"

For "garage operations" other than the ownership, maintenance or use of covered "autos," the following applies:

Regardless of the number of "Covered Parties," claims made or "suits" brought or persons or organizations making claims or bringing "suits," the most we will pay for the sum of all damages involving "garage operations" other than "auto" is the Aggregate Limit of Coverage - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

Damages payable under the Aggregate Limit of Coverage - "Garage Operations" - Other Than Covered "Autos" consist of damages resulting from "garage operations," other than the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos," including the following coverages, if provided by endorsement:

a. "Personal injury" liability coverage;

b. "Personal and advertising injury" liability coverage;

c. Host liquor liability coverage;

d. Fire legal liability coverage;

e. Incidental medical malpractice liability coverage;

f. Non-owned watercraft coverage;

g. Broad form products coverage.

Damages payable under the Each "Accident" Limit of Coverage - "Garage Operations" - Other Than Covered "Autos" are not payable under the Each "Accident" Limit of Coverage - "Garage Operations" - Covered "Autos."

Subject to the above, the most we will pay for all damages resulting from all "bodily injury" and "property damage" resulting from any one "accident" is the Each "Accident" Limit of Coverage - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

The Aggregate Limit of Coverage - "Garage Operations" Other Than Covered "Autos" applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Coverage Agreement period shown in the Declarations, unless the Coverage Agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Coverage - "Garage Operations" - Other Than Covered "Autos."

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2. Limit Of Coverage - "Garage Operations" - Covered "Autos"

For "accidents" resulting from "garage operations" involving the ownership, maintenance or use of covered "autos," the following applies:

Regardless of the number of covered "autos," "Covered Parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" involving a covered "auto" is the Each "Accident" Limit of Coverage - "Garage Operations" - Covered "Autos" for Liability Coverage shown in the Declarations.

Damages and "covered pollution cost or expense" payable under the Each "Accident" Limit of Coverage - "Garage Operations" - Covered "Autos" are not payable under the Each "Accident" Limit of Coverage - "Garage Operations" - Other Than Covered "Autos."

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

3. Damages will not include:

a. taxes, fines, penalties, or sanctions;

b. punitive or exemplary damages or the multiple portion of any multiplied damages award;

c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

D. Deductible

We will deduct $100 from the damages in any "accident" resulting from "property damage" to an "auto" as a result of "work you performed" on that "auto."

SECTION III - GARAGEKEEPERS COVERAGE

A. Coverage

1. We will pay all sums the "Covered Party" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "Covered Party's" care while the "Covered Party" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft; or

(3) Mischief or vandalism.

c. Collision Coverage

Caused by:

(1) The "customer's auto's" collision with another object; or

(2) The "customer's auto's" overturn.

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2. We have the right and duty to defend any "Covered Party" against a "suit" asking for these damages. However, we have no duty to defend any "Covered Party" against a "suit" seeking damages for any loss to which this coverage does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Coverage for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is A Covered Party

The following are "Covered Parties" for "loss" to "customer's autos" and "customer's auto" equipment:

a. You.

b. Your partners (if you are a partnership), members (if you are a limited liability company), "employees," directors or shareholders while acting within the scope of their duties as such.

4. Coverage Extensions

The following applies as Supplementary Payments. In addition to the Limit of Coverage, we will pay for the "Covered Party":

a. All expenses we incur.

b. The cost of bonds to release attachments in any "suit" against the "Covered Party" we defend, but only for bond amounts within our Limit of Coverage.

c. All reasonable expenses incurred by the "Covered Party" at our request, including actual loss of earnings up to $250 a day because of time off from work.

d. All costs taxed against the "Covered Party" in any "suit" against the "Covered Party" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "Covered Party" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

B. Exclusions

1. This coverage does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any agreement by which the "Covered Party" accepts responsibility for "loss."

b. Theft

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed."

2. We will not pay for "loss" to any of the following:

a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto."

b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.

d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

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C. Limit Of Coverage And Deductible

1. Regardless of the number of "customer's autos," "Covered Parties," premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Coverage shown in the Declarations for that location minus the applicable deductibles for "loss" caused by collision; and

   a. Theft or mischief or vandalism; or

   b. All perils.

2. The maximum deductible stated in the Declarations for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:

   a. Theft or mischief or vandalism; or

   b. All perils.

3. Sometimes to settle a claim or "suit," we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. Towing - Non-Dealers Only

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

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b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

If your business is shown in the Declarations as something other than an "auto" dealership, we will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Coverage Agreement's expiration, when the covered "auto" is returned to use or we pay for its "loss."

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which a "Covered Party" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Nuclear Hazard

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

a. Any covered "auto" leased or rented to others unless rented to one of your customers while their "auto" is left with you for service or repair.

b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such contest or activity.

c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

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d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions **2.e.** and **2.f**. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

3. False Pretense

We will not pay for "loss" to a covered "auto" caused by or resulting from:

a. Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or

b. Your acquiring an "auto" from a seller who did not have legal title.

4. If your business is shown in the Declarations as an "auto" dealership, we will not pay for:

a. Your expected profit, including loss of market value or resale value.

b. "Loss" to any covered "auto" displayed or stored at any location not shown in Item Three of the Declarations if the "loss" occurs more than 45 days after your use of the location begins.

c. Under the Collision Coverage, "loss" to any covered "auto" while being driven or transported from the point of purchase or distribution to its destination if such points are more than 50 road miles apart.

d. Under the Specified Causes of Loss Coverage, "loss" to any covered "auto" caused by or resulting from the collision or upset of any vehicle transporting it.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value."

6. Other Exclusions

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this Coverage Agreement:

a. Wear and tear, freezing, mechanical or electrical breakdown;

b. Blowouts, punctures or other road damage to tires.

C. Limits Of Coverage

1. The most we will pay for "loss" to any one covered "auto" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."

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3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

4. For those businesses shown in the Declarations as "auto" dealerships, the following provisions also apply:

   a. Regardless of the number of covered "autos" involved in the "loss," the most we will pay for all "loss" at any one location is the amount shown in the Auto Dealers Supplementary Schedule for that location. Regardless of the number of covered "autos" involved in the "loss," the most we will pay for all "loss" in transit is the amount shown in the Auto Dealers Supplementary Schedule for "loss" in transit.

   b. **Quarterly Or Monthly Reporting Premium Basis**

      If, on the date of your last report, the actual value of the covered "autos" at the "loss" location exceeds what you last reported, when a "loss" occurs we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing your total reported value for the involved location by the value you actually had on the date of your last report.

      If the first report due is delinquent on the date of "loss," the most we will pay will not exceed 75 percent of the Limit of Coverage shown in the Auto Dealers Supplementary Schedule for the applicable location.

   c. **Non-Reporting Premium Basis**

      If, when "loss" occurs, the total value of your covered "autos" exceeds the Limit of Coverage shown in the Declarations, we will pay only a percentage of what we would otherwise be obligated to pay. We will determine this percentage by dividing the limit by the total values you actually had when "loss" occurred.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations provided that:

1. "Auto" Dealers Only Special Deductible Provisions

If your business is shown in the Declarations as an "auto" dealership:

a. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

   (1) Theft or mischief or vandalism; or

   (2) All perils.

b. Regardless of the number of covered "autos" damaged or stolen, the per "loss" deductible for Comprehensive or Specified Causes of Loss Coverage shown in the Declarations is the maximum deductible applicable for all "loss" in any one event caused by:

   (1) Theft or mischief or vandalism; or

   (2) All perils.

2. Non-Dealers Only Special Deductible Provisions

If your business is shown in the Declarations as something other than an "auto" dealership, the Comprehensive Coverage deductible does not apply to "loss" caused by fire or lightning.

SECTION V - GARAGE CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Coverage Agreement unless there has been full compliance with the following duties:

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the accident or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "Covered Party's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "Covered Party" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "Covered Party's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "Covered Party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Coverage Agreement to bring us into an action to determine the "Covered Party's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

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5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "Covered Party" or the "Covered Party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "Covered Party," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your Coverage Agreement will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Coverage Agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.

b. If this Coverage Agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Coverage Agreement.

6. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover:

a. "Bodily injury," "property damage" and "losses" occurring; and

b. "Covered pollution cost or expense" arising out of "accidents" occurring during the Coverage Agreement period shown in the Declarations and within the coverage territory.

The coverage territory is:

c. The United States of America;

d. The territories and possessions of the United States of America;

e. Puerto Rico;

f. Canada; and

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g. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "Covered Party's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "bodily injury," "property damage," "covered pollution cost or expense" and "losses" while a covered "auto" is being transported between any of these places.

The coverage territory is extended to anywhere in the world if the "bodily injury" or "property damage" is caused by one of your "products" which is sold for use in the United States of America, its territories or possessions, Puerto Rico or Canada. The original "suit" for damages resulting from such "bodily injury" or "property damage" must be brought in one of these places.

7. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or Coverage Agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or Coverage Agreement. This condition does not apply to any Coverage Form or Coverage Agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, "trailer" or semitrailer.

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "Covered Party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "Covered Party";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Covered Party" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Covered Party."

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Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if the "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to a "Covered Party" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Customer's auto" means a customer's land motor vehicle, "trailer" or semitrailer. It also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees," and members of their households who pay for services performed.

F. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss."

G. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

H. "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of the "autos" indicated in Section I of this Coverage Form as covered "autos." "Garage operations" also include all operations necessary or incidental to a garage business.

I. "Covered Party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

J. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your garage business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. An elevator maintenance agreement;

7. That part of any contract or agreement entered into, as part of your garage business, pertaining to the rental or lease, by you or any of your "employees," of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay "property damage" to any "auto" rented or leased by you or any of your "employees."

An "insured contract" does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

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b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

2. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

3. That pertains to the loan, lease or rental of an "auto," to you or any of your "employees" if the "auto" is loaned, leased or rented with a driver.

4. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

5. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

K. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

L. "Loss" means direct and accidental loss or damage. But for Garagekeepers Coverage only, "loss" also includes any resulting loss of use.

M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

N. "Products" includes:

1. The goods or products you made or sold in a garage business; and

2. The providing of or failure to provide warnings or instructions.

O. "Property damage" means damage to or loss of use of tangible property.

P. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense," to which this coverage applies, is claimed.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the covered party submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes semitrailer.

S. "Work you performed" includes:

1. Work that someone performed on your behalf; and

2. The providing of or failure to provide warnings or instructions.

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PUBLIC ENTITY

DEADLY WEAPON PROTECTION COVERAGE PART DECLARATIONS
(CLAIMS MADE)

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERAGE	LIMIT	DEDUCTIBLE
DEADLY WEAPON EVENT (Inclusive of Claims Expenses)	$1,000,000 Per Event	$0 Per Event
SUBLIMITS (These limits do not increase the event limit stated above)		
BUSINESS INTERRUPTION	INCLUDED	
DEMOLITION, CLEARANCE AND MEMORIALIZATION	$250,000 Per Event	
EXTRA EXPENSE	$250,000 Per Event	
CRISIS MANAGEMENT	INCLUDED	
PROPERTY DAMAGE EXTENSION	INCLUDED	
COUNSELING SERVICES	$250,000 Per Event	
FUNERAL EXPENSES	$250,000 Per Event	
CLAIMS EXPENSES	INCLUDED	
MEDICAL EXPENSES	$25,000 Per Person	
ACCIDENTAL DEATH & DISMEMBERMENT	$50,000 Per Person	

RETROACTIVE DATE: 10/1/2019

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THIRD PARTY LIABILITY COVERAGE AGREEMENT
AND
CRISIS MANAGEMENT SERVICES

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

WHAT TO DO FOLLOWING A DEADLY WEAPON EVENT

If a **Deadly Weapon Event** occurs or is believed to have occurred, contact the **Event Responder** via the 24-hour **Crisis Management Response Team** Telephone Number: **860-677-3790 - CrisisRisk Strategies LLC**

In the unlikely event that there is no response on the 24 hour **Crisis Management Response Team** telephone number contact either of the following additional representatives as soon as possible:

Preferred Governmental Claim Services

800-237-6617

Email: Liabilityclaims@pgcs-tpa.com

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COVERAGE NOTICE

THIS THIRD-PARTY LIABILITY **COVERAGE AGREEMENT** PROVIDES COVERAGE ON A **CLAIMS-MADE AND REPORTED** BASIS. THE COVERAGE PROVIDED BY THIS **COVERAGE AGREEMENT** IS **LIMITED** TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT **OCCURS** AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST **MADE** AGAINST THE **COVERED PARTY** AND REPORTED TO **PREFERRED** DURING THE **AGREEMENT PERIOD** AND **IN NO** EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRATION DATE IN ACCORD**ANCE WITH THE TERMS** OF THIS **COVERAGE AGREEMENT**.

THIS **COVERAGE AGREEMENT** DOES NOT PROVIDE COVERAGE TO **THE ASSAILANT(S)** OF **THE DEADLY WEAPON EVENT.**

VARIOUS PROVISIONS IN THIS **COVERAGE AGREEMENT** RESTRICT COVERAGE. **READ THE ENTIRE** AGREEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES **AND** WHAT IS AND IS NOT COVERED.

NOTE: FAILURE TO REPORT A **CLAIM** AS SOON **AS** REASONABLY PRACTICABLE COULD JEOPARDIZE YOUR COVERAGE.

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IMPORTANT NOTICE

If a word is in boldface, please read the definitions section.

This is a **Claims Made and Reported Coverage Agreement**.

Claims Expenses that are incurred in defending any **Claim** against the **Covered Party** will reduce, and may completely exhaust, the limit of liability available to pay **Damages**.

All coverage extension endorsements that provide sub-limits of liability are part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

SECTION I - COVERAGES

A. Indemnity

Preferred will pay on behalf of the **Covered Party**, up to the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses,** for any **Damages** and **Claims Expenses** which the **Covered Party** shall become legally liable to pay because of any **Claim** or **Claims for Bodily Injury**, first made against the Covered Party during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period**, caused by a **Deadly Weapon Event** occurring at the **Locations** of the **Covered Party.** The Indemnity hereunder also includes, within the Deadly Weapon Event Limit of Liability stated in in PGIT MN-040 inclusive of **Claims Expenses**, amount(s) payable to the **Covered Party,** or to others on the **Covered Party's** behalf, with respect to additional coverage provided by any Extension endorsed to this **Coverage Agreement**.

A **Deadly Weapon Event** which occurs at one **Location** or multiple **Locations** of the **Covered Party** within a period of 24 consecutive hours and which do have or appear to have a **Related Purpose** or are coordinated by one or more **Assailant(s)** will be deemed to be one **Deadly Weapon Event.**

B. Defense and Settlement of Claims

1. **Preferred** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this **Coverage Agreement**:

   a. any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or

   b. under Coverage A., any **Claim** in the form of a regulatory proceeding.

   Preferred will have no duty to defend the **Covered Party** for any **Claim(s)** made against the **Covered Party** for **Damages**, **Claims Expenses** or other payment to which this **Coverage Agreement** does not apply. **Preferred's** right and duty to defend ends when the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 has been exhausted.

   Defense counsel shall be mutually agreed upon between **Preferred** and the **Covered Party**, but in the absence of such agreement, **Preferred's** decision shall be final.

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2. With respect to any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, **Preferred** will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.

3. If the **Covered Party** shall refuse to consent to any settlement or compromise recommended by **Preferred** and acceptable to the claimant and elects to contest the **Claim**, **Preferred's** liability for any **Damages**, penalties and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal or the applicable Limit of Liability, whichever is less, and **Preferred** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Covered Party**. The portion of any proposed settlement or compromise that requires the **Covered Party** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

SECTION II - DEFINITIONS

For the purpose of this **Coverage Agreement**:

A. **Agreement Period** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this **Coverage Agreement** as stated in the **Declarations.**

B. **Aggregate** means the total limit of indemnity for the period of the **Coverage Agreement**. The **Aggregate** amount shall be inclusive of any sub-limit(s) provisions and will be eroded by valid **Damages**, **Claims Expenses** associated with a **Claim(s), and any** other amount(s) as may be payable under any Extension endorsed to this **Coverage Agreement**.

C. **Assailant(s)** means an individual or group of individuals actively engaged in, or assisting in, killing or attempting to kill or cause serious **Bodily Injury**, to a person or persons using a **Weapon**.

D. **Bodily Injury** means all physical injuries to a **Covered Person** for death, physical injury, sickness, disease or disability resulting from a **Deadly Weapon Event** however excluding the **Assailant(s)** of the **Deadly Weapon Event.**

E. **Business Services** means the rendering of services as performed by the **Covered Party** at the **Locations of the Covered Party.**

F. **Claim** means a written demand received by the **Covered Party** from a third party for **Damages** covered by this **Coverage Agreement**.

G. **Claims Expenses** means all reasonable and necessary fees, costs and expenses incurred with the written consent of **Preferred** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim,** suit or proceeding relating to a **Claim** regardless of ultimate determination of liability**. Claims Expenses** do not include the salaries, expenses, overheads or other charges by the **Covered Party** for any time spent in cooperating in the defense, settlement and investigation of any **Claim.**

H. **Claims Made And Reported Coverage Agreement** means that, subject to the terms and conditions of this **Coverage Agreement**, the coverage provided by this **Coverage Agreement** only covers **Claims** first made against the **Covered Party** or a circumstance which could reasonably be expected to give rise to a **Claim** during the **Agreement Period** and reported to **Preferred** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration date of the **Agreement Period**.

Specimen

I. **Counseling Services** means the utilization of psychiatrists, social workers and counselors by affected **Covered Persons** following a **Deadly Weapon Event,** except where provided under any workers' compensation, employers liability, unemployment compensation or disability laws, statutes or regulations.

J. **Covered Party** means the entity and its **Location(s)** where **Business Services** are rendered.

K. **Covered Person(s)** means any third-party human being who is in or on a **Location(s) unless** specifically excluded by this **Coverage Agreement**. **Covered Person(s)** does not include the **assailant of any deadly weapon event.**

L. **Crisis Management Services** means the services that will be available to the **Covered Party directly and** up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event,** and on the first anniversary date of the **Deadly Weapon Event**; the available services are:

1. Retention of services

The **Covered Party** will have access to the **Crisis Management Response Team** in the event of a **Deadly Weapon Event.** To access this support on a 24-hour basis, the **Covered Party** will call the **Crisis Management Response Team.** The **Event Responder will work with their Crisis Management Response Team** to determine the reasonable and appropriate response and will advise the **Covered Party** accordingly.

2. Crisis Response

The **Event Responder** will deploy US-based resources to support the **Covered Party** in the event of a **Deadly Weapon Event.** These **Crisis Management Services fall into the** following three categories:

a. Investigation

The **Event Responder will (if required) conduct an independent** investigation into the **Deadly Weapon Event** for sole use by the **Covered Party** in determining the facts of the **Deadly Weapon Event,** informing crisis response plans and identifying any potential third-party liability exposures as soon as possible.

b. Crisis Management Support

The **Event Responder** will provide advice and support to the **Covered Party** on the management of the situation and the applicable crisis communication strategies post the **Deadly Weapon Event.**

c. Temporary Security Measures

The **Event Responder** will (if required) arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

M. **Crisis Management Response Team** means a team of qualified professionals formed by **Preferred** who respond to a qualifying event in order to provide assistance, guidance and resources to the **Covered Party** during or immediately following the event. The **Crisis Management Response Team** operates in accordance with plans and protocols developed by **Preferred.** Services may include, but are not limited to; public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services.

N. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Preferred's** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

Specimen

O. **Deadly Weapon Event** means any event involving an **Assailant(s)** and the **Covered Party** where a **Weapon** has been used or brandished on any **Location(s)** of the **Covered Party**.

P. **Declarations** means the document showing the **Covered Party,** and the **Covered Party's** full coverage details. This **Coverage Agreement** is not effective unless a **Declarations** is issued and the premium payment clause has been adhered to.

Q. **Directors or Officers** means any partner, executive officer, administrator, member of the **Covered Party** which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the **Covered Party.**

R. **Event Responder** means a US based risk management entity that operates in safety and security, emergency preparedness, disaster management and public safety consulting services.

S. **Euthanasia** means the practice of intentionally ending a life in order to relieve pain and suffering. This definition is in respect to **Voluntary Euthanasia and Non-Voluntary Euthanasia. Voluntary Euthanasia** is **Euthanasia** conducted with the consent of the person and **Non-Voluntary Euthanasia** is **Euthanasia** conducted where the consent of the person is unavailable.

T. **Extra Expense** means the additional costs (if any) incurred by the **Covered Party during the Period of Restoration** in order for the **Covered Party** to operate as **Normal. Extra Expense** includes the cost incurred in obtaining property (buildings, equipment, and other business personal property) for temporary use or occupation during the **Period of Restoration** necessarily required for the conduct of the **Covered Party's** business, however; the amount recoverable under this section will not exceed the amount that would have been expended by the **covered party** in renting, leasing or otherwise acquiring any such property of substantially similar size, capacity and quality as the property made unusable by the **Deadly Weapon Event.**

U. **Funeral Expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:

- personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
- Supplementary charges, which include bringing the deceased into the undertaker's care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
- The cost of the coffin or casket.
- Additional charges such as limousines, additional mileage and cremation casket.
- Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by the **Covered Party**, or on the **Covered Party's** behalf, in connection with any of the foregoing.

V. **Immediate Family Members** means a person who is related to the **Covered Person(s)** in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter–in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate Family Members** also includes a person who is a legal guardian of the **Covered Person(s)**.

W. **Joint Venture** means a co-venture, joint lease, joint operating agreement or partnership in which the **Covered Party** has a financial interest.

Specimen

X. **Location(s)** of the **Covered Party** means all locations which are owned, leased or are part of a **Joint Venture** by the **Covered Party** which have been listed and provided to **Preferred** prior to binding coverage.

Y. **Mercy Killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to Passive Mercy Killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

Z. **Normal** means the condition that would have existed but for the happening of **a Deadly Weapon Event**.

AA. **Period of Restoration** means a period of time not to exceed the lesser of:

Such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event; or**

365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this coverage agreement and at all times in accordance with the conditions of this coverage agreement.

Such length of time described in **a** and **b** above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **covered party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event.**

BB. **Pollutant or Contaminant** includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

CC. **Property Damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.

DD. **Related Purpose** means one **Deadly Weapon Event** or a series of **Deadly Weapon Events** where the **Assailant(s)** attempt to cause **Bodily Injury** for the same intended reason and/or for the same desired result.

EE. **Retroactive Date** means the date on or after which any **Claim** from a **Deadly Weapon Event** can be reported in order for the coverage under this **Coverage Agreement** to be triggered.

FF. **Road Vehicle** means a private or commercial land-based vehicle which is licensed for highway use, including automobiles, buses, trucks or motorcycles.

GG. **Suicide** means the act of intentionally killing or attempting to kill oneself.

HH. **Preferred** shall mean Preferred Governmental Insurance Trust, who is providing this **Coverage Agreement**.

II. **Coverage Agreement** shall mean, collectively, the **Declarations** PGIT MN-040, the Common Agreement Conditions PGIT MN-090, the **Application**, this **Coverage Agreement** Form and any endorsements.

JJ. **Application** shall mean all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Party** to **Preferred** in connection with **Preferred** underwriting this Coverage Agreement or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.

KK. **Weapon** means:

Specimen

1. any portable or handheld device, instrument or substance which is used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**;

And/or

2. any **Road Vehicle** that is occupied and used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury.**

LL. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission bodily fluid transmission, transmission from or to any surface object solid, liquid or gas between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

MM. **Medical Expenses** mean the reasonable cost of medical, surgical, diagnostic or remedial treatment, specialist's fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, and any emergency transportation to hospital. However, **medical expenses** will not include expenses:

1. for services or treatment rendered by any person who is:
- **a.** employed or retained by you;
- **b.** living in the eligible person's household;
- **c.** an immediate family member of either the eligible person or the eligible persons' spouse;
- **d.** the eligible person himself/herself.

2. for rest cures or custodial care or period of quarantine or isolation;
3. for cosmetic or plastic surgery unless necessitated by an identifiable physical injury caused by a **covered accident;**
4. for dental examination, X-rays, extractions, fillings and general dental care; supplying or fitting of eye glasses or hearing aids; except as a result of an identifiable physical injury caused by a **covered accident**;
5. for general health examinations and examinations for check-up purposes not incidental to, or relating to, an identifiable physical injury caused by a **covered accident**;
6. for any disability or condition, whether or not aggravated by a **covered accident**, which originated prior to the effective date of this Insurance or of the eligible person(s) inclusion hereunder until a period of one hundred and eighty (180) consecutive days has elapsed during which the eligible person has neither received nor required any treatment for the said disability or condition;
7. incurred more than twelve (12) months after the eligible person sustained an identifiable physical injury caused by a **covered accident**;
8. which are more specifically insured under any other Section of this Policy.

NN. **Covered Accident** means an **accident** directly caused by a **deadly weapon event** which results in an identifiable physical injury to an **eligible person**.

OO. **Accident** (or **accidental)** means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the **eligible** person is covered under this coverage agreement.

PP. **Eligible Person** means **covered person**, however it does not include any person for cover under "**Medical Expenses" or "Accidental Death and Dismemberment"**, whether or not your employee, if benefits for bodily injury are payable or must be provided under a workers' compensation or disability benefits law or similar law.

SECTION III - EXCLUSIONS

Specimen

This **Coverage Agreement** does not cover **Damages**, **Claims Expenses** or any other cost or expense with respect to any **Claim** directly or indirectly arising from, caused by or due to:

A. Loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by a **Deadly Weapon Event.**

B. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C. Criminal, dishonest, fraudulent or malicious conduct by the **Covered Party.**

D. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors or Officers,** individually or collectively, in the discharge of their duties solely in their capacity as **Directors or Officers** of the **Covered Party.**

E. **Euthanasia.**

F. Any explosive devices unless used in conjunction with a **Deadly Weapon Event.**

G.

1. Any vehicle not defined as a **Road Vehicle**;

2. Any weapon mounted (or designed to be mounted) on a vehicle;

3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.

H. Injury or death to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff. However, this exclusion does not apply in respect of any coverage provided for **Crisis Management Services**, **Counseling Services**, and **Funeral Expenses** endorsed by **Extension** to this **Coverage Agreement**.

I. Any **Claim** or **Claims** made by, or on behalf of, any **Assailant(s)**.

J. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

K.

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
5. any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**.

L. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **Bodily Injury** has occurred to the claimant.

M. Loss, injury or damage caused by or resulting from the **Covered Party's** recklessness or deliberate misconduct.

N. **Mercy Killing(s).**

O. Any **Covered Party** under this **Coverage Agreement** making a **Claim(s)** against any other **Covered Party** under this **Coverage Agreement**. However, this exclusion shall not apply to **Claim(s)** of an employee of the **Covered Party** while they are a recipient of **Business Services** being provided by the **Covered Party.**

P. Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

Q. Any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen.

R. Loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Covered Party.**

S. **Property Damage** in respect of property:

1. owned, leased, rented or occupied by the **Covered Party.**

2. in the care, custody or control of the **Covered Party** or the care, custody or control of any person under contract with the **Covered Party.**

T. Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

U. Strikes, labor unrest, riots or civil commotion.

V. **Suicide.**

W. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.

X. Any **Deadly Weapon Event** that occurs at a **Location(s)** which has been specifically leased or loaned by the **Named Covered Party** to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, except with the prior written agreement of the **Trust**. Upon notification of any such permitted event, the **Trust** may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Y. The transmission or alleged transmission of a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**. In no event will this Policy insure against any liability, loss, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a **communicable disease**.

Nothing contained in the above exclusions shall extend this **Coverage Agreement** to cover any liability which would not have been covered had these exclusions not been incorporated herein.

SECTION IV – LIMIT OF LIABILITY

The Limit of Liability stated in the **Declarations** PGIT MN-040 is the total limit of **Preferred's** liability for all **Damages** and **Claims Expenses** arising out of the **Claims** first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period** regardless of the number of **Covered Parties** under this **Coverage Agreement**, **Claims** or Claimants.

SECTION V – CONDITIONS

Preferred will not be liable to pay any **Claim** under this **Coverage Agreement** unless the **Covered Party** complies with all the requirements in the following conditions.

Notice and Proof of Loss

The **Covered Party** shall as soon as reasonably practicable call the **Crisis Management Response Team** Telephone: **860-677-3790** and notify the **Event Responder** (as stated within the **Declarations).**

The **Covered Party,** shall also as soon as reasonably practicable, notify **Preferred** of every **Claim,** demand, notice, summons or other process received by the **Covered Party** or their representative and any act, error or omission by the **Covered Party** which could reasonably be expected to give rise to a **Claim,** including any threat of a **Deadly Weapon Event** that could possibly lead to a **Claim.**

The **Covered Party** must keep **Preferred** fully informed of any **Claim** and forward copies of all relevant correspondence and legal processes.

Any **Claim** or any circumstance which could reasonably be expected to give rise to a **Claim** shall be considered to be reported to **Preferred** when notice is first given to **Preferred.**

Assistance and Cooperation

Specimen

The **Covered Party** shall cooperate with **Preferred** and it's agents in all investigations, including investigations regarding the application for and coverage under this **Coverage Agreement** and, upon **Preferred's** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Covered Party** because of acts, errors or omissions in respect of loss insured under this **Coverage Agreement**.

The **Covered Party** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **Preferred.**

The **Covered Party** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any **Claim** without the written agreement of **Preferred.**

If required by **Preferred,** the **Covered Party** must agree to an examination under oath by **Preferred's** appointed representative.

Due diligence

The **Covered Party** (or any of the **Covered Party's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

New Locations

This **Coverage Agreement** covers loss as insured against by this **Coverage Agreement** at any **Location(s)** which are newly acquired or occupied by the **Covered Party** provided that any such newly acquired or occupied **Location** is notified to **Preferred** within ninety (90) days of the completion date of such acquisition or occupation. Coverage under this **Coverage Agreement** will automatically commence when the **Covered Party** first acquires or occupies such **Location(s)** and will cease after the ninety (90) days period has elapsed, unless otherwise notified to **Preferred** in accordance with the above provisions.

Other insurance

This **Coverage Agreement** will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party.** This **Coverage Agreement** will respond in the event the **Covered Party** is otherwise insured incidentally for any **Damages** and **Claims Expenses** which are indemnifiable under this **Coverage Agreement** (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this **Coverage Agreement**).

Onus of proof

In any **Claim,** and in any action, suit or other proceeding to enforce a **Claim** for loss under this **Coverage Agreement** the burden of proving that such loss is not excluded from this **Coverage Agreement** or that the **Covered Party** is not in breach of any of its conditions will be upon the **Covered Party.**

Inspection

Preferred has the right, at its expense, to inspect at any reasonable time any **Location(s)** of the **Covered Party** and kept on file with **Preferred.**

By any such inspection **Preferred** assumes no responsibility for safety of the **Covered Party** property or at any **Location(s).**

Assignment

Specimen

No assignment of or change of interest in this **Coverage Agreement** or in any amount payable under it will be binding on or recognized by **Preferred.**

Subrogation

Preferred shall have the right and be entitled to bring proceedings in the **Covered Party's** name to recover for **Preferred's** benefit the amount of any payment made under this **Coverage Agreement**, including its own costs and expenses. **Preferred** shall be entitled to exercise all rights and remedies of the **Covered Party**.

Arbitration

If any dispute, controversy or **Claim** arises out of or in connection with this **Coverage Agreement**, including any question regarding its existence, validity or termination (a - dispute), the **parties shall use** all reasonable endeavors to resolve the matter amicably. If one party gives the other party **notice that** a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service **of the** notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to **resolve the** dispute. No party shall resort to arbitration against the other party under this **Coverage Agreement until thirty** (30) days after such referral. (b) All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be submitted to the arbitration process set forth in this Section. The arbitration process shall consist of arbitration submitted to any arbitration facility to which the **Covered Party and Preferred** mutually agree, in which the arbitration panel shall consist of three (3) disinterested individuals. The arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. Each party shall share equally the expenses of the arbitration process. The arbitration process must be commenced in the state indicated in the **Declarations** as the principal address of the **Covered Party**. The **Covered Party** shall act on behalf of each and every **Covered Party** in connection with any arbitration process under this Section.

Law and Jurisdiction

This **Coverage Agreement** is governed by the laws of the State of Florida and is subject to the provisions of the Arbitration clause.

Interpretation of Terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this **Coverage Agreement** would be in conflict with the public policy, the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Action Against Preferred and Bankruptcy

A. Except as provided in the provision titled **Arbitration**, no action shall be brought against **Preferred**, unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties** after actual trial and appeal or by written agreement of the **Covered Parties**, the claimant and **Preferred**.

B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor increase any of the obligations of **Preferred** hereunder.

Authorization Clause

By the acceptance of this **Coverage Agreement**, the **Covered Party** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, and the giving or receiving of any other notice provided for in this **Coverage Agreement**, and all **Covered Parties** agree that the **Covered Party** shall act on their behalf.

Alteration, Assignment and Headings

Specimen

A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent **Preferred** from asserting any right under the terms of this **Coverage Agreement**.

B. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement,** which is signed by an authorized representative of **Preferred**.

C. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

Fraudulent Claim Clause

If the Named Covered Party shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW AND DEADLY WEAPON SAFETY ACTION PLAN WEBINARS ENDORSEMENT

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW:

Preferred hereby agrees to provide the **Covered Party** with access to a Deadly Weapon and Security Vulnerability Post-Underwriting Review, in remote form. The Review will be undertaken by the **Event Responder** (as stated within the **Declarations**) in order to analyze and evaluate the current security protocols of the **Covered Party** as well as highlighting any current exposures, threats and dangers to the **Covered Party** posed by a potential **Deadly Weapon Event.** The **Event Responder** will provide a risk analysis report which will contain, but not be limited to their quantitative findings, qualitative findings and general recommendations to the **Covered Party**. The date of the remote Deadly Weapon and Security Vulnerability Post-Underwriting Review will be arranged directly by the **Event Responder** with the **Covered Party**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the Deadly Weapon and Security Vulnerability Post-Underwriting Review to the **Covered Party** under this **Coverage Agreement**.

DEADLY WEAPON SAFETY ACTION PLAN WEBINARS:

Preferred hereby agrees to provide the **Covered Party** with access to Deadly Weapon Safety Action Plan Webinars which are hosted by the **Event Responder** (as stated within the **Declarations**). The Webinars will include, but not be limited to, information on such topics as: general **Assailant** awareness, incident response, profile of an **Assailant,** how to respond to a **Deadly Weapon Event,** scenario training for an **Assailant** situation, creating an emergency action plan, and awareness of key behaviors that represent pre-incident indicators and characteristics of **Assailant(s).**

The **Event Responder** as stated within the **Declarations** is the sole provider of the **Deadly Weapon** Safety Action Plan Webinars to the **Covered Party** under this **Coverage Agreement**.

If a word is in boldface, please read the definitions section of the **Coverage Agreement** to which this Endorsement is attached.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT SERVICES ENDORSEMENT

Preferred agrees to pay for expense costs associated with the provision of **Crisis Management Services** which are reasonably and necessarily incurred by the **Covered Party** in connection with a **Deadly Weapon Event**.

The **Crisis Management Services** will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event,** and on the first anniversary date of the **Deadly Weapon Event** if so required.

The services available to the **Covered Party** under this Crisis Management Services Endorsement include, but are not limited to: emergency travel and accommodation for **Covered Person(s)** and their **Immediate Family Members**, child care for the **Immediate Family Members** of **Covered Person(s),** brand rehabilitation, public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services. At the sole and entire discretion of **Preferred we** will consider other expense costs not listed above which are directly incurred by the **Covered Party** up to a maximum amount of **$250,000** each and every **Deadly Weapon Event**.

Except with respect only to **Event Responder** Fees as defined in this form, any such expense costs are included within and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040. **Event Responder Fees** will be in addition to the Deadly Weapon Event limit of liability as stated in the PGIT MN-040**.** For purposes of this endorsement, **Event Responder Fees** shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties**.**

The **Event Responder** as stated within the **Declarations** is the sole provider of **Crisis Management Services** to the **Covered Party** under this **Coverage Agreement**.

This Endorsement insures **Crisis Management Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to the Crisis Management Services Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIRCUMSTANCE EXTENSION ENDORSEMENT

Preferred hereby agrees to pay for **Event Responder Fees** associated with the provision of **Prevention** Services and Crisis Response by the **Event Responder** following any specific **Circumstance**. The **Event Responder** as stated within the **Declarations** is the sole provider of Prevention Services and Crisis Response to the **Named Insured** under this policy.

For the purpose of this Endorsement:
Circumstance shall mean a situation, action, event, behavior, or information received which indicates that a **Deadly Weapon Event** is reasonably likely to occur.

Event Responder Fees shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to the **Underwriters**.

Event Responder Fees incurred under this Endorsement will be in addition to the Deadly Weapon Event limit of liability as stated within the PGIT MN-040.

This Endorsement provides for **Event Responder Fees** incurred in connection with a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance.

The Important Notice: "This is a **Claims Made and Reported Policy"** stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this Crisis Management Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.
All other terms, conditions and exclusions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Coverage Form to which this Endorsement is attached is amended to additionally insure the **Covered Party** against physical loss or physical damage to **Covered Property** caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**. In the event that fire or sprinkler leakage ensues from a **Deadly Weapon Event**, then this Endorsement will also insure physical loss or physical damage to **Covered Property** caused by that ensuing fire or sprinkler leakage.

This Property Damage Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Property Damage Extension Endorsement shall prevail.

This Endorsement insures physical loss or physical damage caused by a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Property Damage Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, and in conjunction with the recommendations of the **Crisis Management Response Team**, **Preferred** shall be liable for:

1. The cost to repair, replace or reinstate, with new materials of like kind and quality, any physical loss or physical damage to the **Covered Property,** caused by such **Deadly Weapon Event**. Until replacement has been completed the amount of liability under this Endorsement shall be limited to the **Actual Cash Value** at the time of such **Deadly Weapon Event**.

2. The costs incurred by the **Covered Party** to put up temporary plates or board up openings if repair or replacement of damaged **Glass** is delayed;

3. The costs incurred by the **Covered Party** in the removal from the **Location(s)** of debris of the **Covered Property** damaged as a result of a **Deadly Weapon Event,** and in the clean-up of the **Location(s),** including biological cleaning and sanitizing, in consequence of a **Deadly Weapon Event**;

4. The costs incurred by the **Covered Party** in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **Deadly Weapon Event**;

5. The costs incurred by the **Covered Party** in replacing locks to external doors if security at the **Location(s)** is compromised in consequence of a **Deadly Weapon Event**.

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LIMIT OF LIABILITY

Preferred shall not be liable for more than the Property Damage Extension sublimit shown on PGIT MN-040 for each and every **Deadly Weapon Event.** The limit of liability of this Endorsement is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040.

EXCLUDED PROPERTY

This Property Damage Extension Endorsement does not insure physical loss or **physical damage to**:

a) Land or land values;

b) Aircraft, watercraft or any vehicle that is licensed for highway use;

c) Animals;

d) Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **Covered Property), jewelry**, furs, **Fine Arts and Antiques**;

e) **Electronic Data**;

f) Any property in transit not at the **Location(s)**.

CONDITIONS

1. **Deadly Weapon Event -**No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, has occurred.

2. Other Insurance -This Endorsement will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**.

3. Subrogation - In the event of any payment under this Endorsement, **Preferred** shall be subrogated to the extent of such payment to all the **Covered Party's right** of recovery therefor. The **Covered Party** shall execute all papers required, shall cooperate with **Preferred** and, upon **Preferred's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. **Preferred will** act in concert with all other interests concerned (including the **Covered Party)** in the exercise of such rights of recovery.

4. Abandonment- There shall be no abandonment to **Preferred** of any property.

5. Inspection and Audit- **Preferred** or its agents shall be permitted but not obligated to inspect the **Covered Party's** property at any time.

EXCLUSIONS

This Property Damage Extension Endorsement does not insure against:

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the physical loss or physical damage. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

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d. loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;

e. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

f. loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by an **Deadly Weapon Event**;

g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

h. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;

i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

j.
- **a.** Any vehicle not defined as a **Road Vehicle**
- **b.** Any weapon mounted (or designed to be mounted) on a vehicle;
- **c.** Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

k. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

l. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen. This exclusion does not, however, apply to physical loss or physical damage to **Insured Property** caused by a substance when used in conjunction with a **Deadly Weapon Event**, or to any biological cleaning or sanitizing in consequence of a **Deadly Weapon Event**, but in no event will this Property Damage Extension Endorsement insure against any cost or expense of decontamination or removal from water, soil, or air of any **Pollutant** or **Contaminant**;

m. strikes, labor unrest, riots or civil commotion.

DEFINITIONS

1. **Actual Cash Value** means the cost to repair, replace or reinstate the **Covered Property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **Covered Property**.

2. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this coverage, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **Electronic Data** or the direction and manipulation of electronic data processing equipment.

4. **Fine Arts and Antiques** mean any articles of recognized artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.

5. **Glass** means plain plate **Glass**, plain sheet **Glass**, laminated **Glass**, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory;

6. **Covered Property** means:

   1) Buildings, structures or detached outbuildings situated at the **Location(s)**, including:
   - **a.** Completed additions;
   - **b.** Permanently installed machinery, equipment, and heating boilers;

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c. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
d. Floor coverings;
e. **Glass**, wall mirrors, and **Sanitary Ware**.

2) Business personal property owned by the **Covered Party,** which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**, including:
a. Furniture and fixtures;
b. Machinery and equipment not included in 1).b. above, electronic data processing equipment and computers; electronic data processing media;
c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 1).c. above;
d. **Stock** and tools of the trade.

3) Personal property of others which is in the care, custody and control of the **Covered Party** and personal property of others which the **Covered Party** is responsible to insure, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.

4) At the option of the **Covered Party**, personal property of **Covered Person(s), which is of** a type not excluded, whilst situated at the **Location(s)** of the **Covered Party.**

7. **Sanitary Ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.

8. **Stock** means merchandise held for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING SERVICES ENDORSEMENT

Preferred agrees to provide the **Covered Party** with a sub-limit for **Counseling Services** shown in the Declarations of PGIT MN-040 for each and every **Deadly Weapon Event,** to **Covered Person(s)** and to their **Immediate Family Members** in connection with a **Deadly Weapon Event**, provided that the insurance afforded by **Preferred** in respect of such **Counseling Services** is not otherwise prohibited by any law or statute of any applicable jurisdiction.

This Endorsement additionally includes expense costs associated with the provision of such **Counseling Services** to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services, and to their respective **Immediate Family Members**. It is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party. It is further understood and agreed that Exclusion L of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement.

This sub-limit of expense costs is inclusive of all medical consultant fees and all associated expenses. Furthermore this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated within PGIT MN-040.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Counseling Services** to the **Covered Party** under this policy. The **Event Responder** will arrange the respective **Counseling Services** in conjunction with the **Covered Party.**

This Endorsement insures **Counseling Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement" stipulated** in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Counseling Services Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this Coverage Agreement remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL EXPENSES ENDORSEMENT

Preferred at no additional premium hereby agrees to provide the **Covered Party** with a sub-limit for Funeral Expenses as listed in PGIT MN-040 for each and every **Deadly Weapon Event** for expense costs in connection with a **Deadly Weapon Event**. Such expense costs are additionally sub-limited to an amount of $15,000 for each deceased person.

This Endorsement additionally includes expense costs associated with the provision of such **Funeral Expenses** of employees of the **Covered Party**, or of employees of any third party with whom the **Covered Party** has contracted for services, and it is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Funeral Expenses Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party.

This sub-limit of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s). Furthermore, this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated PGIT MN-040.

The Event Responder as stated within the **Declarations** will arrange the respective funeral provisions in conjunction with the **Covered Party.**

This Endorsement insures **Funeral Expenses** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the **Deadly Weapon** Protection Coverage Form to which this Endorsement is attached does not apply to this Funeral Expenses Endorsement. Similarly, any other terms in the **Deadly Weapon** Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION ENDORSEMENT

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Covered Party** for loss resulting from necessary Interruption of Business caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**.

This Business Interruption Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Business Interruption Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Business Interruption Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, **Preferred** shall be liable for the actual loss sustained by the **Covered Party** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of **Normal** charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable under this Endorsement for more than the Deadly Weapon Limit of Liability as stated in PGIT MN-040 in respect of each and every **Deadly Weapon Event**.

EXCLUSIONS

This Business Interruption Extension does not insure against:

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the Interruption of Business. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Covered Party**, or any such property owned by others in the **Covered**

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Party's care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

e. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such loss results directly from the covered Interruption of Business, and then **Preferred** shall be liable for only such loss as affects the **Covered Party's** earnings during, and limited to, the **Period of Indemnity** covered under this **Coverage Agreement**;

f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically covered by this Endorsement and provided that such loss results directly from the covered Interruption of Business;

g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

h. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

i. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;

j. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

k. **a.** Any vehicle not defined as a **Road Vehicle**
b. Any weapon mounted (or designed to be mounted) on a vehicle;

c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

m. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen;

n. strikes, labor unrest, riots or civil commotion.

LIMITATIONS

Preferred shall not be liable for more than the smaller of either:

a) any specific Business Interruption Sum Insured stated in the **Declarations**, or

b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit, in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Deadly Weapon Event** at such **Location(s)**.

DEFINITIONS

1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

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2. **Gross Earnings** mean:

   a. the total earnings derived from the operations of the **Covered Party's** business which the **Covered Party** would have earned during the **Period of Indemnity**, had there not have been a **Deadly Weapon Event**.

   b. the reasonable and necessary costs and expenses that the **Covered Party** incurs in using any property or service owned or controlled by the **Covered Party**, or obtainable from any other sources, all whether at the **Location(s)** of the **Covered Party** or at any other location, during the **Period of Indemnity** covered under this **Coverage Agreement**, due to a **Deadly Weapon Event** occurring during the **Agreement Period**.

   c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Covered Party** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with a **Deadly Weapon Event** occurring during the **Agreement Period**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.
In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the **Covered Party**, due consideration shall be given to the experience of the **Covered Party's** business prior to the date of a **Deadly Weapon Event** and the probable experience thereafter had no **Deadly Weapon Event** occurred.

No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

4. **Period of Indemnity** means a period of time not to exceed the lesser of:

   a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event ,** or

   b. ***365*** days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Covered Party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This Business Interruption Extension Endorsement is extended to include any such loss as covered by this Endorsement which is sustained by the **Covered Party** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEMOLITION, CLEARANCE AND MEMORIALIZATION EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary costs, as described below, incurred by the **Covered Party** as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form:

1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Location(s)** of the **Covered Party** which has been the location of a **Deadly Weapon Event** covered under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Deadly Weapon Event**;

2) The costs incurred in the removal from the **Location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Location(s)**.

3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Deadly Weapon Event**.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Demolition, Clearance, and Memorialization Costs Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialization Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

a) USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

b) The amount(s) actually incurred by the **Covered Party** in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

EXCLUSION

This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure loss which is otherwise covered by the Property Damage Extension Endorsement which is attached to and forms part of the Deadly Weapon Protection Coverage Form.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

Print Date: 6/20/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary **Extra Expense**, incurred by the **Covered Party** in order to continue as nearly as practicable the **Normal** conduct of the **Covered** Party's business following and as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form.

In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this **Extra Expense** Extension Endorsement shall prevail.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy" stipulated** in the **Deadly** Weapon Protection Policy to which this Endorsement is attached does not apply to this **Extra Expense** Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the Policy to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement is USD $250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate during the Period of Insurance**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

CONDITIONS

1. **Deadly Weapon Event**
   No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to **Extra Expense**, has occurred.

2. Salvage
   At the end of the **Period of Restoration**, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of the amount of **Extra Expense** insured by this Endorsement.

3. Other Insurance
   This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

4. Resumption of Operations

   The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing **Extra Expense** to be incurred.

EXCLUSIONS

This **Extra Expense** Endorsement does not insure against:

Specimen

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the **Deadly Weapon Event**;

d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

e. increase in **Extra Expense** caused by the suspension, lapse, or cancellation of any lease, license, contract, or order;

f. increase in **Extra Expense** caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;fines, penalties, or Damages incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

h. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;

i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

j. **(i)** Any vehicle not defined as a **Road Vehicle**;

(ii) Any weapon mounted (or designed to be mounted) on a vehicle;

(iii) Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

m. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen;

n. strikes, labor unrest, riots or civil commotion

o. loss of earnings or any other consequential loss.

EXTENSION

This **Extra Expense** Extension Endorsement is extended to include any such **Extra Expense** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.

Print Date: 6/20/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSES ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended as follows:

COVERAGE: We will reimburse you for payments made by you to an **eligible person**, regardless of fault, in respect of medical expenses necessarily incurred solely and directly by the **eligible person** as a result of identifiable physical injury due to an accident directly caused by a deadly weapon event occurring at any of the scheduled location(s).

CONDITIONS (applicable to this Section):

1. Notice of Claim
   Written notice of claim must be given to us within thirty (30) days after the occurrence of the eligible person's physical injury due to a covered accident, or as soon as is reasonably possible thereafter.
2. Physical Examination
   We have the right and opportunity, at our own expense, to examine the eligible person when and as often as we may reasonably require, where it is not prohibited by law.
3. Proof of Loss
   Written proof of loss must be furnished to us within ninety (90) days after the date of the eligible person's physical injury due to a covered accident. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

LIMIT OF LIABILITY:
Preferred's maximum liability for loss under this Endorsement shall not exceed the following amounts:

1. USD $25,000 for each **eligible person** in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 and is subject to the deductible.

EXCLUSIONS (applicable to this Section): This Section will not reimburse medical expenses for any loss which is caused by or results from:

1. bodily injury to the assailant of the deadly weapon event;
2. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
3. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a covered accident caused by a substance when used in conjunction with a deadly weapon event.

All other terms, conditions and exclusions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCIDENTAL DEATH & DISMEMBERMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended as follows:

COVERAGE: We will pay up to the limit of liability described below for **covered loss** or **covered injury** to **eligible person** resulting from an **accident** directly caused by a deadly weapon event occurring at any of the scheduled location(s).

CONDITIONS (applicable to this Section):

1. Notice of Claim
   Written notice of claim must be given to us within thirty (30) days after the occurrence of the **eligible person's** covered loss, or as soon as is reasonably possible thereafter.
2. Claim forms
   We will send claim forms to the **eligible person** upon receipt of a written claim from them. If such claim forms are not sent within thirty (30) days after we received such notice the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time period stipulated in Condition 5 'Proof of Loss' for proof of loss, written proof covering the occurrence, the character and the extent of loss for which claim is made. The notice should include the eligible person's name, your name, and your Policy number (if known). Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.
3. Payment of Claims
   All payments will be paid to the **covered party** in reimbursement of payments made by the **covered party** directly to the **eligible person** (or their representative, heirs, or assigns) in accordance with the terms and conditions of this endorsement. Any payment we make in good faith full discharges out liability to the extent of the payment made.
4. Physical Examination and Autopsy
   We have the right and opportunity, at our own expense, to examine the eligible person when and as often as we may reasonably require while a claim is pending and to make an autopsy in the case of death, where it is not prohibited by law.
5. Proof of loss
   Written proof of loss must be furnished to us within ninety (90) days after the date of the eligible person's physical injury due to a covered accident. Failure to furnish proof of loss within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time. Any forms that may be required to be provided under this Condition may be provided in electronic or paper form.

LIMIT OF LIABILITY
Preferred's maximum liability for loss under this Endorsement shall not exceed the following amounts:

1. USD $50,000 maximum for each **eligible person** in respect of each and every **Deadly Weapon Event** and not for more than USD $1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 and is subject to the deductible.

EXCLUSIONS (applicable to this Section): This Section will not reimburse medical expenses for any loss which is caused by or results from:

1. bodily injury to the assailant of the deadly weapon event;
2. intentionally self-inflicted injury or suicide, or any attempt thereat, whether sane or insane;
3. sickness; disease; bodily or mental infirmity; bacterial or viral infection, or medical or surgical treatment thereof, including exposure to viral, bacterial or chemical agents whether resulting directly or indirectly from treatment, except for any bacterial infection resulting from an accidental external cut or wound. This exclusion does not apply to a **covered accident** caused by a substance when used in conjunction with a **deadly weapon event**.

DEFINITIONS (applicable to this Section):

1. Accident (or accidental) means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the eligible person is covered under this insurance.

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2. Brain death means irreversible unconsciousness, resulting directly and independently of all other causes from and within twelve (12) months of a covered loss, manifested by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.
3. Coma means a profound state of unconsciousness from which the eligible person is not likely to be aroused through powerful stimulation. The coma must begin within 30 days of the covered loss, continue for one hundred and eighty (180) consecutive days and must be diagnosed and treated regularly by a physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a covered injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that covered loss.
4. Covered accident means an accident directly caused by a deadly weapon event which results in a covered loss.
5. Covered injury means accidental bodily injury:
i. which is sustained by an eligible person as a direct result of an unintended, unanticipated accident that occurs while the eligible person's coverage under this insurance is in force, and
ii. which results directly and independently from all other causes from a covered accident (independent of disease, bodily infirmity or any other cause) which causes a covered loss. The covered injury must be caused through accidental means. All injuries sustained by an eligible person in any one accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
6. Covered loss means one or more of the following, resulting from a covered accident or covered injury, and for which coverage is provided under this Section: i. Loss of life. ii. Loss of hand or foot. iii. Loss of use of hand or foot. iv. Loss of sight. v. Loss of speech. vi. Loss of hearing (in both ears). vii. Loss of thumb and index finger or loss of four fingers. viii. Loss of toes. ix. Quadriplegia. x. Paraplegia. xi. Hemiplegia. xii. Uniplegia (or monoplegia). xiii. Coma. xiv. Brain death.
7. Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.
8. Immediate family member means a person who is related to the eligible person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter–in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
9. Loss of hand or foot means a complete severance through or above the wrist or ankle joint.
10. Loss of hearing (in both ears) means the total and permanent inability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.
11. Loss of sight means the total and permanent inability to see which is irrecoverable by natural, surgical or artificial means.
12. Loss of speech means the total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.
13. Loss of thumb and index finger or loss of four fingers means the complete severance through or above the metacarpophalangeal joints.
14. Loss of toes means the complete severance through the metatarsophalangeal joints.
15. Loss of use of hand or foot means total loss of all ability to move the hand or foot within twelve (12) months of a covered loss, that continues for twelve (12) months and is expected to continue for the remainder of the eligible person(s)' lifetime.
16. Paralysis means quadriplegia, paraplegia, hemiplegia or uniplegia that is expected to last for a continuous period of twelve (12) months or more from the earlier of the date of the accident causing paralysis or the date of the diagnosis.
17. Physician means a United States-licensed health care provider practicing in the United States of America within the scope of his license and rendering care and treatment to the eligible person's that is appropriate for the condition and locality, and who is not: i. the eligible person; ii. an immediate family member of either the eligible person or the eligible person's spouse; iii. a person living in the eligible person's household; iv. a person employed or retained by you; or v. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
18. Paraplegia means the complete and irreversible paralysis of both lower limbs or of both upper limbs.
19. Quadriplegia means the complete and irreversible paralysis of both upper and lower limbs.
20. Severance means complete separation and dismemberment of the part of the body.
21. Uniplegia (or monoplegia) means the complete and irreversible paralysis of one limb.

All other terms, conditions and exclusions of this policy remain unchanged.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by an X.

	Coverage	Limit of Coverage	Deductible
X	Employee Dishonesty Per Loss Coverage	$250,000	$1,000
X	Forgery or Alteration Coverage	$250,000	$1,000
X	Theft, Disappearance and Destruction Coverage – Inside Outside	$250,000 $250,000	$1,000 $1,000
X	Computer Fraud Coverage (Including Funds Transfer)	$25,000	$1,000

FORMS AND ENDORSMENTS

Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

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PUBLIC ENTITY

GOVERNMENT CRIME COVERAGE FORM
(DISCOVERY FORM)

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the named Covered Party shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit is shown in the Declarations:

1. Employee Dishonesty - Per Loss Coverage

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

We will pay for loss caused to the Covered Party through the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent; or

that are purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

c. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) "Counterfeit" paper currency that is acquired during the regular course of business.

3. Theft, Disappearance, and Destruction - Inside The Premises

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft," disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Theft, Disappearance, and Destruction - Outside The Premises

a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

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b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

5. Computer Fraud, including Funds Transfer

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

a. To a person (other than a "messenger") outside those "premises"; or

b. To a place outside those "premises."

B. Limit Of Coverage

The most we will pay for loss in any one "occurrence" is the applicable Limit of Coverage shown in the Declarations.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

D. Exclusions

1. This coverage does not apply to:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Coverage Agreement **A.1.**

c. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

d. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this coverage including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property."

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

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e. Legal Expenses

Expenses related to any legal action, except when covered under Coverage Agreement **A.2.**

f. Nuclear

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

g. War And Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2. Coverage Agreement **A.1.** does not apply to:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Employees Cancelled Under Prior Insurance

Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior coverage has been cancelled and not reinstated since the last such cancellation.

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

d. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

3. Coverage Agreements **A.3.** and **A.4.** do not apply to:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

(a) On the basis of unauthorized instructions;

(b) As a result of a threat to do bodily harm to any person; or

(c) As a result of a threat to do damage to any property.

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(2) But, this Exclusion does not apply under Coverage Agreement A.4. to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement **A.5.** does not apply to:

a. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

c. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

E. Conditions

The following conditions apply in addition to the Common Agreement Conditions:

1. Conditions Applicable To All Coverage Agreements

a. Cancellation As To Any Employee

This coverage is cancelled as to any "employee":

(1) Immediately upon discovery by:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" who is not in collusion with the "employee";

of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first named Covered Party. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first named Covered Party's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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b. Concealment, Misrepresentation Or Fraud

This coverage is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other Covered Party, at any time, intentionally conceal or misrepresent a material fact concerning:

(1) This coverage;

(2) The property covered under this coverage;

(3) Your interest in the property covered under this coverage; or

(4) A claim under this coverage.

c. Discovery

(1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:

(a) During the agreement period shown in the Declarations; or

(b) During the period of time provided in the Extended Period To Discover Loss Condition **E.1.f**.

(2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this coverage has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a loss covered under this coverage.

d. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money," "securities" or "other property" you must:

(1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement **A.1.)** involves a violation of law, you must also notify the local law enforcement authorities.

(2) Submit to examination under oath at our request and give us a signed statement of your answers.

(3) Give us a detailed, sworn proof of loss within 120 days.

(4) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plan(s)

(1) The employee benefit plan(s) shown in the Declarations are included as Covered Parties under Coverage Agreement **A.1.**

(2) Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.

(3) The Deductible Amount applicable to Coverage Agreement **A.1**. does not apply to loss sustained by any employee benefit plan(s) .

f. Extended Period To Discover Loss

(1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you no later than 60 days from the date of that termination or cancellation.

(2) However, this extended period to discover loss terminates immediately upon the effective date of any other coverage obtained by you replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

g. Joint Covered Party

(1) If more than one Covered Party is named in the Declarations, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this coverage. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.

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(2) If any Covered Party or official of that Covered Party has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Covered Party.

(3) An "employee" of any Covered Party is considered to be an "employee" of every Covered Party.

(4) If this coverage or any of its coverages is cancelled or terminated as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**

However, this extended period to discover loss terminates as to that Covered Party immediately upon the effective date of any other coverage obtained by that Covered Party replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

(5) We will not pay more for loss sustained by more than one Covered Party than the amount we would pay if all the loss had been sustained by one Covered Party.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) Unless you have complied with all the terms of this coverage;

(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this coverage without additional premium within 45 days prior to or during the agreement period, the broadened coverage will immediately apply to this coverage.

j. Loss Covered Under More Than One Coverage Of This Agreement

If two or more coverages of this agreement apply to the same loss, we will pay the lesser of:

(1) The actual amount of loss; or

(2) The sum of the Limits of Coverage applicable to those coverages.

k. Non-Cumulation Of Limit Of Coverage

Regardless of the number of years this agreement remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or agreement period to agreement period.

l. Ownership Of Property; Interests Covered

The property covered under this agreement is limited to property:

(1) That you own or lease;

(2) That you hold for others; or

(3) For which you are legally liable.

However, this agreement is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this agreement must be presented by you.

m. Records

You must keep records of all property covered under this agreement so we can verify the amount of any loss.

n. Recoveries

(1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this agreement will be distributed as follows:

(a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;

(b) Then to us, until we are reimbursed for the settlement made; and

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(c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

o. Subrogation

(1) In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

(2) You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

p. Territory

This Coverage Agreement covers acts committed or events occurring within the United States of America (including its territories and possessions) and Puerto Rico.

q. Valuation - Settlement

(1) Subject to Section B. Limit Of Coverage, we will pay for:

(a) Loss of "money" but only up to and including its face value.

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(i) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

[1] Value of the "securities" at the close of business on the day the loss was discovered; or

[2] Limit of Coverage.

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The Limit of Coverage applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or

(iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

(iv) Until the lost or damaged property is actually repaired or replaced; and

(v) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

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b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.2.**

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement **A.4.,** we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.5.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

3. "Custodian" means you or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.

4. "Employee":

a. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

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(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **(2)** above;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) covered under this agreement; and

(b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) covered under this agreement;

(5) Any natural person who is a former official, "employee," representative or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises."

b. "Employee" does not mean any agent, independent contractor or representative of the same general character.

5. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

6. "Fraudulent Instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Coverage Agreement **A.2.)** issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

7. "Funds" means "money" and "securities."

8. "Messenger" means you or any "employee" while having care and custody of property outside the "premises."

9. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

10. "Occurrence" means:

a. As respects Coverage Agreement **A.1.**, all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.

b. As respects Coverage Agreement **A.4.**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

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c. As respects all other Coverage Agreements:

(1) An act or series of related acts involving one or more persons; or

(2) An act or event, or a series of related acts or events not involving any person.

11. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this agreement.

12. "Premises" means the interior of that portion of any building you occupy in conducting your business.

13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

14. "Safe burglary" means the unlawful taking of:

a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

b. A safe or vault from inside the "premises."

15. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

16. "Theft" means the unlawful taking of "money," "securities" or "other property" to the deprivation of the Covered Party.

17. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

18. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300** and the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200**

I. The coverage does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

1. With respect to which a "Covered Party" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Covered Party" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a "Covered Party" or (b) has been discharged or dispersed therefrom;
2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a "Covered Party"; or
3. The "bodily injury" or "property damage" arises out of the furnishing by a "Covered Party" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used to exposed to radiation in a "nuclear reactor;"

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or package "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Covered Party" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all form of radioactive contamination of property.

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PFAS CHEMICALS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following:

ALL LIABILITY COVERAGE PARTS AND FORMS

I. The coverage does not apply to:

A. **Bodily injury** or **Property Damage** arising out of, resulting from, or alleging the actual, alleged, or threatened exposure to, contact with, existence of, inhalation or absorption of any **PFAS** group of manufactured chemicals; or

B. Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of any PFAS by any **covered party** or any other person or organization.

II. As used in this endorsement:

A. **PFAS** means the Perflouroalkyl and Polyflouroalkyl group of manufactured chemicals including, but not limited to the **PFAS** sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

All other terms and conditions of the policy shall remain unchanged.

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AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300,** the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**

Where indicated by (X) below, coverage applies to the subdivision or an agency of the state of Florida or a mortgagee/bondholder as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 and 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operation, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

(1) Unless the written “insured contract”, agreement or permit was executed prior to the “bodily injury,” “property damage,” “personal injury” or “advertising injury;”

(2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) “Bodily injury” or “property damage” occurring after you cease to lease or rent the equipment;

(2) “Bodily injury” or “property damage” arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) “Property damage” to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

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X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - WHO IS A **COVERED PARTY** is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";

(2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) "Property damage" to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY – MORTGAGEE or BONDHOLDER**

SECTION II - WHO IS A COVERED PARTY is amended to include any mortgagee or bondholder (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written contract to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operations on the premises owned by the Covered Party, in which said Additional Covered Party possesses an interest.

The coverage afforded to the **Additional Covered Party** does not apply:

(1) Unless the written contract was executed prior to the occurrence of the "bodily injury," "property damage," "personal injury" or "advertising injury" for which coverage is sought

(2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

Notwithstanding any other provision of this agreement, with the sole exception of that coverage extended to a mortgagee or bondholder, this endorsement extends coverage to an Additional Covered Party, only in the event that said entity is a subdivision or agency of the state of Florida, within the contemplation of *Section 768.28, Florida Statutes*, and entitled to the privileges, immunities and protections afforded by said statute. Neither the Covered Party, Additional Covered Party nor the Trust waive any of the privileges, immunities and protections afforded by the doctrine of sovereign immunity or *Section 768.28, Florida Statutes.*

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PUBLIC ENTITY

SELF INSURED RETENTION SCHEDULE AND ENDORSEMENT

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

SELF INSURED RETENTION SCHEDULE

The Coverage Limits shown on the Declarations Pages and/or General Change Endorsement/s will apply excess of the "Self Insured Retention" when indicated with an "X" below. If this Coverage form contradicts any other Coverage form, this form becomes primary for those incidents of conflict.

The "Self Insured Retention" shall not be part of and is in addition to the Coverage Limits shown on the Declarations Pages and/or General Change Endorsement/s, and shall not reduce said Coverage Limits, when indicated with an "X" below.

	PROPERTY		Each Occurence
	INLAND MARINE		Each Occurrence
	CRIME		Each Occurrence
	GENERAL LIABILITY (includes Employee Benefits)		Per Person / Per Occurrence
X	LAW ENFORCEMENT LIABILITY	$100,000 SIR	Per Person / Per Occurrence
X	PUBLIC OFFICIALS LIABILITY	$100,000 SIR	Each Claim
X	EMPLOYMENT PRACTICES LIABILITY	$100,000 SIR	Each Claim
	AUTOMOBILE LIABILITY		Per Person / Per Accident
	AUTOMOBILE PHYSICAL DAMAGE – COMP		Each Accident
	AUTOMOBILE PHYSICAL DAMAGE – COLL		Each Accident
X	EXCESS WORKERS COMPENSATION	$500,000	Each Occurrence

CLAIMS

A. Your Claims Handling Duties- It is your responsibility to investigate, settle, defend and appeal any claim made against you for coverages indicated above. It is also your responsibility to investigate, settle, defend and appeal any suit brought or other proceedings instituted against you.

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You shall have the obligation to pursue a reasonable settlement and accept any reasonable offer of settlement of any such claim, suit, or other proceedings. You shall use diligence and prudence to settle all such claims, suits, or other proceedings which in the exercise of sound judgment should be settled. However, you shall not make or agree to any settlement for any sum in excess of the Self Insured Retention without the approval of the Trust. In the event of your failure to comply with this paragraph, the Trust shall owe no duty to indemnify you for any loss, cost, or expense paid by you in excess of your Self Insured Retention.

B. Your Claims Reporting Duties- It is important for you to understand that "Written Notice" shall contain complete details of the allegation, claim, injury, or death. Providing loss runs does not constitute notice.

1. You must report all claims for coverages on a Claims Made basis on your "self insured retention" immediately.

2. You must give us written notice as soon as you learn of any loss which exceeds, or might in the future exceed, 50% of your "self insured retention."
3. You must give us immediate (within 14 days) written notice of any accident involving:
   - **a.** Death
   - **b.** Head injuries involving brain damage
   - **c.** Quadriplegia, paraplegia, or paralysis
   - **d.** Amputation of a major body member
   - **e.** Loss of vision or any other senses
   - **f.** Rape and/or serious physical assault
   - **g.** Massive internal injuries affecting body organ or organs.
   - **h.** HIV related issues
   - **i.** Third degree burns - covering 20% of the body; or Second degree burns - covering 30% of the body
   - **j.** Heart attack claims
   - **k.** Class action, violation of civil rights, discrimination, wrongful employment practice
   - **l.** Environmental claims involving pollution, contamination, toxic chemicals, radiation, or asbestos
   - **m.** All workers' compensation employer liability claims
   - **n.** Any claim that is going to trial, regardless of the exposure
   - **o.** Multiple claims arising out of an occurrence
   - **p.** Losses involving coverage questions
   - **q.** Losses where there is a demand for monies in excess of the "self insured retention"
   - **r.** Significant Psychoneurotic involvement / PTSD
   - **s.** Sexual Abuse or Sexual Harassment
   - **t.** Permanent Total Disability
   - **u.** Disabilities for a period of six (6) months or more

C. Claims Information- You agree to send to us any claims information which we may request. You agree to submit a claim status update for all claims to us on a quarterly basis by the 15th day after the quarter month ending.

D. Claims Participation By Us- Whenever an action or claim is asserted against any "Covered party" that may involve our liability under the Coverage Agreement, the "Covered party" shall keep us regularly apprised of the status and developments concerning the action or claim. The Trust shall not be required to furnish a reservation of rights (either in writing or verbally) to a "Covered party" with respect to the action or claim unless and until we determine in our reasonable opinion that payment of combined insured damages and insured allocated costs and expenses will exhaust, per " occurrence", "accident", offense, or "Wrongful Act", the self insured retention or we give written notice that we have assumed the defense of the action or claim against the "Covered party". This paragraph does not alter

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any other notification or reporting requirements on behalf of any "Covered party" as provided elsewhere in the Coverage Agreement.

E. Change of Claim Handling Agency- The Covered Party shall obtain our direct written consent to change, or end, a "third party administrator's" services. This provision also applies subsequent to the term of this Coverage Agreement.

F. Appeal- We have the right to appeal any judgment that results in a verdict when the verdict is equal or greater than the Covered Party's "self insured retention."

G. Proof of Loss- When paid loss exceeds your retention, you must provide us with a payment register listing all payments made on the claim. We will reimburse you the eligible amount you have paid in excess of your retention, within 30 days of receiving a form acceptable to us, a complete and proper proof of loss.

H. Claim Audit- You will let us or our representative examine and audit claim files upon our request. These audits may be conducted during your regular business hours.

I. Defense Counsel- You have the right to select defense counsel of your choosing, however only reasonable and necessary attorney's fees in accordance with the Preferred Panel Counsel hourly rate schedule and the Preferred Attorney Guidelines at the time of loss will be applied to the claim and eligible for reimbursement if all other Policy Conditions are met. The Preferred Panel Counsel hourly rate schedule and the Preferred Attorney Guidelines are distributed to both the Insured Member and their respective Third-Party Administrator.

DEFINITIONS

A. Allocated Claims Expenses

"Allocated claims expense" means expenses incurred in connection with the investigation of "occurrences", adjustment of claims and defense and settlement or trial of "suits." "Allocated claims expenses" include, but are not limited to, payments for attorneys, law firms (rates not to exceed Preferred's approved Panel Counsel hourly rate schedule at time of loss), doctors, experts, appraisers, photographers, adjusters, investigators, printers, stenographers, costs of appeal bonds and pre and post judgment interest. "Allocated claims expense" does not include any salaries or fees paid to the "third party administrator," or salaries or wages of any regular full time or part time employee of the Covered Party. The TPA/Member will be held responsible for any fees or fines associated with their failure to follow State and Federal requirements.

B. Self Insured Retention

The "self insured retention" means that sum or sums indicated in the Coverage Declarations and general endorsements or the Self Insured Retention Schedule, which the Covered Party shall pay:

1. For settlement or satisfaction of claims, "suits" or judgments, after making deductions for all salvages and recoveries; plus
2. "Allocated claims expenses."

The "self insured retention" shall be paid by the Covered Party prior to any obligation on the part of us.

C. Third Party Administrator

"Third party administrator" means the independent organization that provides claims services under contract to you.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

STOP LOSS AGGREGATE SCHEDULE AND ENDORSEMENT

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

The Stop Loss Aggregate shown below will apply to the "Self Insured Retention" and/or "Deductible" when indicated with an "X" below.

STOP LOSS AGGREGATE

STOP LOSS AGGREGATE APPLIES TO **$2,000,000**

- [ ] **PROPERTY (Excludes: Named Storm and Flood)**
- [ ] **INLAND MARINE (Excludes: Named Storm and Flood)**
- [X] **GENERAL LIABILITY (incl. Employee Benefits)**
- [X] **LAW ENFORCEMENT LIABILITY**
- [X] **AUTO LIABILITY**
- [ ] **AUTO PHYSICAL DAMAGE**
- [X] **PUBLIC OFFICIALS LIABILITY**
- [X] **EMPLOYMENT PRACTICES LIABILITY**
- [ ] **SCHOOL LEADERS LIABILITY**
- [ ] **CRIME**
- [X] **EXCESS WORKERS COMPENSATION**
- [ ] **WORKERS COMPENSATION**

A. Application of the Stop Loss Aggregate Fund
The "Stop Loss Aggregate Fund" is the aggregate amount of the "Self Insured Retention" /"Deductible" you will pay for all occurrences or accidents in a single coverage period. Once the "Stop Loss Aggregate Fund" amount has been incurred by you, we will pay all remaining claims subject to the other terms and conditions of the Coverage Agreement if applicable, even if the per "Occurrence" "Self Insured Retention" has not been reached on an individual claim.

B. Loss Fund Maintenance
If either you or we cancel this coverage, the required annual aggregate retained amount will stay in effect. Cancellation will not reduce the "Stop Loss Aggregate Fund" retained.

DEFINITIONS

Stop Loss Aggregate Fund
The "Stop Loss Aggregate Fund" means the annual aggregate "Self Insured Retention" and/or "Deductible" amount. This is the maximum amount the named Covered party will pay on their "Self Insured Retention" and Deductible" for all occurrences or claims for all Coverage Parts marked in the Self Insured Retention Schedule and/or Deductible for the coverage period.

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Inland Marine Schedule

Agreement Period: 10/01/2022 through 10/01/2024

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

AGENCY: King Insurance Agency - TEST agency

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
001		123456789	Blanket Unscheduled	10/01/2023 / 10/01/2024	$750,000.00	$1,000

Total	$750,000.00

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Property Schedule

Agreement Period: 10/01/2022 through 10/01/2024

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

AGENCY: King Insurance Agency - TEST agency

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Building A	123 Main St Lake Mary FL 32746	101 - Frame	10/01/2023	10/01/2024	$1,000,000	$750,000

Total	$1,000,000	$750,000
TIV	$1,750,000.00	

Specimen

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Vehicle Schedule

Agreement Period: 10/01/2022 through 10/01/2024

COVERED PARTY: ZZZ, Town of

AGREEMENT NO.: PK FL1 TESTMUN 22-09

AGENCY: King Insurance Agency - TEST agency

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Ford	F150		10/01/2023	1,000	10/01/2023	10/01/2024	$11,500
	2015	123456789ABCDEF	Light Truck	10/01/2024	1,000	10/01/2023	10/01/2024	Actual Cash Value

Total	$11,500.00

Specimen

Preferred PGIT GOVERNMENTAL INSURANCE TRUST
Professionally administered by Public Risk Underwriters of Florida

Public Risk Underwriters
Insurance Solutions for Public Entities

PGCS Claim Services

AmeriSys

Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:
- Underwriting - Margaret Gross 321-832-1506
- Operations – Sarah Fugate 321-832-1451
- Marketing – Kurt Heyman 321-832-1455

AmeriSys

AmeriSys provides superior medical management programs which focus on getting employees back to work and reducing costs. AmeriSys works closely with PGCS from the onset of the claim for a seamless claim process.

AmeriSys Services:
- Field Nurse Case Management
- Telephonic Nurse Case Management
- Cost Containment/ Medical Bill Review
- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental Claims Services

Preferred's claims administrator is PGCS. With more than 25 years of claims experience, PGCS is Florida's foremost governmental third-party administration company. The cornerstones of our claims administration are communication, quick access and sound return-to-work policies.

Report a Preferred Claim

Workers' Compensation:
- Phone: 800-237-6617 (24/7 claim reporting)
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: WCclaims@pgcs-tpa.com

Liability & Property:
- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: Liabilityclaims@pgcs-tpa.com
- Hurricane claims: Hurricane@pgcs-tpa.com

Engle Martin works closely with PGCS to provide field adjusting services on all property claims.

Report Worker's Compensation Fraud: PGCS maintains a Special Investigative Unit (SIU) to pursue fraudulent claims. All calls are strictly confidential.
- Phone: 833-FRAUD74 (833-372-8374)

Deadly Weapon Event: 24 hr. Crisis Management Response
860-677-3790 – CrisisRisk Strategies LLC

Loss Control Services Provided by Public Risk Underwriters of Florida

As a Member of Preferred you are encouraged to take advantage of the many Loss Control and Risk Management services available to you at no cost. We provide onsite consultations, onsite training, the Preferred TIPS Matching Grant program, an online training platform with over 600 courses available and a streaming video library with over 600 easy to access training videos. If you have any questions regarding any kind of safety, loss control and/ or risk management issue, please do not hesitate to contact your Preferred Loss Control Consultant.

Southeast Region: Chris Kittleson, Director of Loss Control Technical Services / Cell: 321-525-0353 /email: ckittleson@publicrisk.com

Southwest Region: Pam Hancock, Senior Safety & Risk Management Consultant/ Cell: 321-960-3432/ email: phancock@publicrisk.com

Panhandle & Central Region: Mike Marinan, Director of Member Services/ Cell: 407-725-6858/ Office: 321-832-1473/ email: mmarinan@publicrisk.com

Support: Mike Stephens, Senior Loss Control Specialist/ Office: 321-832-1658/ email: mstephens@publicrisk.com

Specimen

General Liability, EPL & Public Officials

Illinois Union Insurance Company
525 W. Monroe Street
Chicago, IL 60661

Public Entity Retained Limits Policy Declarations

This Policy is issued by the stock insurance company shown above.

SOME COVERAGE PARTS IN THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. IF COVERAGE IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS, IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT COVERAGE PART. PLEASE READ IT CAREFULLY.

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

Policy No.	**Renewal Of:**
Item 1. **Named Insured and Principal Address**	**Producer Name and Address**

Item 2. **Policy Period**:
From: 12:01 a.m. To 12:01 a.m. (Local time at the address shown in Item 1)

Item 3. **Coverage(s) Purchased** (☒):

A. ☐ General Liability Coverage Part
B. ☐ Automobile Liability Coverage Part
C. ☐ Public Officials & Employment Practices Liability Coverage Part
D. ☐ Miscellaneous Professional Liability Coverage Part
E. ☐
F. ☐
G. ☐

TOTAL PREMIUM $ _____

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AMENDMENT – LIMITS OF INSURANCE
DAMAGES TO EXCLUDE CLAIM EXPENSES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

The General Liability Coverage Part is amended to delete Section C. Limits of Insurance and is replaced by the following:

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** resulting from each **Occurrence** under this Coverage Part will not exceed the General Liability Coverage Part Each Occurrence Limit of Insurance specified in Item 5. A of the Declarations. This will be true regardless of:

   a. The number of persons and organizations who are **Insureds** under this **Policy;**
   b. The number of **Claims** made against any or all **Insureds**; or
   c. The number of persons or organizations making **Claims.**

2. The **Insurer's** maximum liability for all **Damages** resulting from all **Claims** under this Coverage Part will not exceed the General Liability Coverage Part Aggregate Limit of Insurance specified in Item 5. A of the Declarations which is the most the **Insurer** will indemnify for **Damages** under this Coverage Part during the **Policy Period.**

3. If the Aggregate Limit of Insurance is exhausted by payment of **Damages,** the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insured,** without consideration of other future payment obligations.

4. All **Claims** arising out of the same **Occurrence** and all interrelated **Occurrences** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy Period.** All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

Authorized Representative

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Public Entity
Retained Limits Policy

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. PLEASE READ THIS COVERAGE PART AND THE ENTIRE POLICY CAREFULLY.

CLAIM EXPENSES ARE SUBJECT TO A SEPARATE LIMIT. THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES ONCE THE CLAIM EXPENSES LIMIT HAS BEEN EXHAUSTED. AMOUNTS INCURRED FOR DAMAGES AND CLAIM EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNT.

In consideration of the payment of the premium, in reliance upon the **Application,** and subject to the Declarations and the terms and conditions of this **Policy,** the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreement

1. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period,** or if applicable, the **Extended Reporting Period,** for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period.**

2. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period,** or if applicable, the **Extended Reporting Period**, for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period** if such **Claim** is brought and maintained by or on behalf of any **Employee(s)** of the **Named Insured.**

3. The **Insurer** will pay on behalf of the **Named Insured** the **Crisis Management Expense** for which the **Named Insured** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund.**

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4.C of the Declarations. This **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk.

Notwithstanding the above, there shall be no **Retained Limit** applicable to **Damages** or **Claim Expenses** and the **Insurer** shall pay such **Damages** or **Claim Expenses** from the first dollar for **Claims** against natural person **Insureds** and for which such **Insureds** are not indemnified by the **Named Insured**, subject to all other terms and conditions of this **Policy,** including the Limit of Insurance.

The **Named Insured** agrees to indemnify the aforementioned **Insured** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith any application for court approval.

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Notwithstanding anything in this section to the contrary, the **Named Insured's** indemnification obligations under this section shall not apply in the event the **Named Insured** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Named Insured**, or because of the **Named Insured** becoming a debtor-in-possession.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** resulting from each **Claim** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Each Claim Limit of Insurance specified in Item 5.C of the Declarations.

2. The **Insurer's** maximum liability for all **Damages** resulting from all **Claims** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance specified in Item 5.C of the Declarations, which is the most the **Insurer** will indemnify for **Damages** under this Coverage Part during the **Policy Period**.

3. The **Insurer** shall pay **Claim Expenses** in excess of the applicable **Retained Limit** and up to an aggregate amount equal to the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance stated in Item 5.C of the Declarations without reduction of the applicable Limit of Insurance. The total amount of such **Claim Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Insurance, and is not on a per **Claim** basis.

4. Once the **Insurer** has paid the amount set forth in Item 5.C of the Declarations in aggregate **Claim Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claim Expenses** shall reduce the applicable Limit of Insurance.

5. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.

6. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

7. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising for any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this **Policy** regardless of the number of **Crisis Events** reported during the **Policy Period.** The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Insurance set forth in Item 5.C of the Declarations.

D. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

1. **Retroactive Date** means the date specified in Item 6.A of the Declarations for this Coverage Part.

2. **Adverse Publicity** means the publication of unfavorable information regarding the **Named Insured** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Named Insured** to conduct business. Such publication must occur in a report about an **Insured** appearing in:

   a. A daily newspaper of general circulation;

   b. A magazine or other published periodical; or

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c. A radio or television news program.

3. **Crisis Event** means one of the following, except where coverage is otherwise excluded under the Common Conditions, Definitions and Exclusions or any Coverage Part of this **Policy**:

   a. Management Event: The incapacity, death or state or federal criminal indictment of a natural person **Insured** for whom the **Named Insured** has purchased and continues to maintain key individual life insurance;

   b. Funding Cancellation: The cancellation, withdrawal or revocation of $500,000 or more in funding, donations(s), grant(s) or bequest(s) by a non-government entity or person to the **Named Insured**;

   c. Bankruptcy: The disclosure by the **Named Insured** of (**i**) its intention to file or its actual filing for protection under federal bankruptcy laws, or (**ii**) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Named Insured**;

   d. Employment Event: The disclosure by the **Named Insured** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging an **Employment Practices Violation** by the **Named Insured** which has caused or is reasonably likely to cause **Adverse Publicity**; and

   e. Material Event: Any other material event which, in the good faith opinion of the **Named Insured**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.

4. **Crisis Management Expense** means the following expenses incurred by the **Named Insured** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Named Insured** first incurs the subject **Crisis Management Expense:**

   a. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for **Crisis Management Services** provided to the **Named Insured by a Crisis Management Firm**, and

   b. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Named Insured** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.

5. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Named Insured** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.

6. **Crisis Management Fund** means $25,000.

7. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Named Insured** in reducing or minimizing the potential harm to the **Named Insured** caused by the public disclosure of a **Crisis Event**.

The foregoing definitions shall apply equally to the singular and plural form.

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E. Exclusions

Except as limited under Insuring Agreement 3 above, the following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

The **Insurer** shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

1. Alleging, based upon, arising out of or attributable to any:
   a. **Bodily Injury**, other than mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation arising out of an **Employment Practices Violation;**
   b. **Property Damage;**
   c. **Personal Injury,** other than libel, slander or defamation in any form arising out of a **Employment Practices Violation;**
   d. **Advertising Injury**; or
   e. Any allegation relating to the foregoing 1.a, 1.b, 1.c, and 1.d., that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages, Claim Expenses** or **Claim.**
2. Alleging, based upon, arising out of or attributable to the return of taxes, assessments, penalties, fines, fees, or any award of salary, wages or earnings. However, this exclusion shall not apply to back pay or front pay.
3. Alleging, based upon, arising out of or attributable to strikes, riots or civil commotions.
4. Alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled. However, this exclusion shall not apply to any **Claim** alleging **Employment Practices Violation.**
5. Brought or maintained by, on behalf of, or in the right of any **Insured**. However, with respect to any **Claim** alleging any **Employment Practices Violation**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured.**
6. Alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Employment Practices Violation.**
7. Alleging, based upon, arising out of or attributable to any actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or any collective bargaining agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
8. Alleging, based upon, arising out of or attributable to procurement, service, construction, architect, or engineer contracts, including but not limited to the **Insured's** intentional interference with such contracts.
9. Alleging, based upon, arising out of or attributable to:
   a. Any prior or pending litigation or administrative or regulatory proceeding filed on or before the effective date of this **Policy** or any similar policy which was issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, for the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or

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b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding would constitute **Interrelated Wrongful Acts**.

10. Alleging, based upon, arising out of, or attributable to:

    a. Any **Wrongful Act,** fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or

    b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.

11. Alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

12. Alleging, based upon, arising out of or attributable to the validity, infringement, violation or misappropriation of any trade secret, copyright, patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan or service name or other intellectual property.

13. Alleging, based upon, arising out of or attributable to any violation of (i) the Employee Retirement Income Security Act of 1974; by (ii) any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Worker Adjustment and Retraining Notification Act, (vi) the Consolidated Omnibus Budget Reconciliation Act, (vii) the Occupational Safety and Health Act; or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to that part of a **Claim** for **Retaliation.**

    Further, this exclusion shall not apply to any actual or alleged failure to execute required actions or mistaken actions committed in the **Administration** of **Your Employee Benefit Program**.

14. Alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

15. Alleging, based upon, arising out of or attributable to any **Wrongful Act** for which coverage is afforded under any other Coverage Part of this **Policy.**

F. Extended Reporting Period

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or non-renewal, the **Named Insured** shall have the right to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

1. Automatic **Extended Reporting Period**

   The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or non-renewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured.**

2. Optional **Extended Reporting Period**

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The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 7.A of the Declarations, to a continuation of the coverage granted by this **Policy** for an Optional **Extended Reporting Period** set forth in Item 7.B of the Declarations following the effective date of such termination or non-renewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or non-renewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period.**

3. The **Insurer** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
4. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Insurance for the immediately preceding **Policy Period**. The purchase of the Optional **Extended Reporting Period** shall not increase or reinstate the Limits of Insurance, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Periods** combined.
5. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a non-renewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Periods.**

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Public Entity
Scholastic Entity
Retained Limits Policy

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS MADE BASIS. PLEASE READ THIS COVERAGE PART AND THE ENTIRE POLICY CAREFULLY.

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

SCHEDULE

Limits of Insurance

Each Claim Limit	$
Aggregate Limit	$
Retained Limit	$

Retroactive Date

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreement

The **Insurer** will indemnify the insured for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** or **Suit** first made against the **Insured** and reported to the **Insurer** during the **Policy Period**, or if applicable, the **Extended Reporting Period**, brought by any **Employee** in connection with any negligent error, omission, breach of duty or misstatement in the **Administration** of **Your Employee Benefit Program** taking place on or subsequent to the Retroactive Date shown in the Schedule and prior to the end of the **Policy Period** unless, and to the extent that, an **Extended Reporting Period** applies.

This insurance applies to negligent errors, omissions, breaches of duty, or misstatements only if a **Claim** is first made against any **Insured** during the **Policy Period**. This insurance applies to negligent errors, omissions, breaches of duty, or misstatements, or any resulting **Claim** or **Suit**, only if the **Insured** had no knowledge of the error, omission, breach of duty, or misstatement, or any resulting **Claim** or **Suit**, prior to the inception date of this **Policy**.

This insurance does not apply to negligent errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown in the Schedule, or which occur after the end of the **Policy Period**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claims Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in the Schedule above. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk. This will be true regardless of:

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1. The number of persons and organizations who are **Insureds** under this **Policy;**
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims.**

C. Limits of Insurance

1. The Limits of Insurance shown in the Schedule above and the rules below fix the most **We** will pay regardless of the number of:

   a. **Insureds**;
   b. **Claims** made or **Suits** brought; or
   c. Persons or organizations making **Claims** or bringing **Suits.**

2. The Aggregate Limit of Insurance is the most **We** will pay for the sum of all covered **Damages** and **Claim Expenses** under this Coverage Part. The Aggregate Limit of Insurance is included in, and is not in addition to, the General Liability Coverage Part Aggregate Limit.

3. The Each Claim Limit of Insurance is the most **We** will pay for any **Claim** for the sum of all covered **Damages** and **Claim Expenses** sustained by any one person or organization, arising out of any one **Claim**. All **Claims** arising out of the same negligent effort, omission, breach of duty or misstatement or a series of related negligent errors, omissions, breaches of duty or misstatements shall be considered one **Claim**. Any such **Claim**(s), whenever made and reported to **Us**:

   a. Shall be considered as first made and reported to us as soon as the earliest **Claim** arising out of such negligent errors, omissions, breaches of duty or misstatements was first made and reported to **Us** or our authorized representative;
   b. Shall be subject to the Each Claim Limit of Insurance; and
   c. Shall be in excess of the Retained Limit.

4. **Claim Expenses** will be part of and not in addition to the Aggregate Limit of Insurance stated in the Schedule above, and shall reduce such Aggregate Limit of Insurance. If the Aggregate Limit of Insurance is exhausted by payment of **Damages** and **Claim Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.

D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

The insurance under this Coverage Part does not apply to any **Claim** or **Suit** for, based upon or arising out of:

1. Any **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** for which coverage is provided under any other Coverage Part of this **Policy;**

2. Any dishonest, fraudulent, criminal, intentional, knowing or malicious act;

3. Any **Claim** for failure of performance of contract by any insurer;

4. Any obligation of any **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

5. Any termination of employment;

6. Any actual or alleged wrongful termination or related allegations;

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7. Any failure of stock to perform as represented by **You**;

8. Any advice given by **You** to **Your Employees** to participate or not to participate in stock subscription plans;

9. Any actual or alleged error or omission or breach of duty or misstatement, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) or Section 9319 of the Omnibus Budget Reconciliation Act of 1986 (Public Law 99-509) or any amendments to these Acts;

10. Any fact, circumstance or situation which has been the subject of any written notice given under any policy of which this **Policy** is a renewal or replacement;

11. Any liability **You** assume under any contract or agreement, whether written or oral; but this exclusion does not apply to liability that **You** would have even in the absence of such contract or agreement;

12. Actual or alleged insolvency or bankruptcy of any **Insured**; or

13. Any actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any state Blue Sky Securities Law, or any similar federal or state law or regulation or order issued pursuant thereto, including any **Claim** based upon common law principles of liability if made in connection with an actual or alleged violation of any such statute or regulation.

E. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

For purposes of this Coverage Part, **Employee** includes **Employee**(s) only while authorized to act in the **Administration** of **Your Employee Benefit Program.**

F. Extended Reporting Period

1. **We** will automatically provide an **Extended Reporting Period** as described in paragraphs 2. and 3. below if:

   a. This endorsement is cancelled or not renewed; or
   b. **We** renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown on this Coverage Part; or
      (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.

2. The **Extended Reporting Period** does not extend the **Policy Period** or change the scope of coverage provided. It applies only to **Claims** for negligent errors, omissions, breaches of duty or misstatements that occur before the end of the **Policy Period** but not before the Retroactive Date shown on this Coverage Part.

   Once in effect, the **Extended Reporting Period** may not be cancelled.

3. The **Extended Reporting Period** is automatically provided without additional charge. This period starts with the end of the **Policy Period** and lasts for five years.

   The **Extended Reporting Period** does not apply to **Claims** that are covered under any subsequent insurance **You** purchase, or that would be covered but for the exhaustion of insurance applicable to such **Claims.**

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4. The **Extended Reporting Period** does not reinstate or increase the Limits of Insurance.

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ADDITIONAL INSURED – SPECIFIED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period **to**	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

SCHEDULE OF LIMITS OF INSURANCE – ADDITIONAL INSURED

Each Occurrence Limit: $
Aggregate Limit: $

A. With respect to the General Liability Coverage Part only, Definition 17. **Insured**, contained in the Common Conditions, Definitions and Exclusions, is amended to include any person or organization to which the **Named Insured** is obligated by virtue of a written contract to name as an additional insured, but only with respect to:

1. Operations performed by the **Named Insured** for the additional insured;
2. Premises owned by or rented to the **Named Insured**; or
3. Obligations to the additional insured required of the **Named Insured**;

under the terms of the written contract.

Such written contract must be in effect during this **Policy Period** and qualify as an **Insured Contract** as defined by this **Policy**. A person or organization qualifying as an additional insured under this endorsement is an additional insured only for **Occurrences** that first take place after the execution of the written contract and only for the period of time required by the written contract and in no event beyond the expiration of this **Policy.**

B. If the insurance provided by this endorsement applies, the limits of insurance available to the additional insured shall be the lesser of:

1. The Limit of Insurance agreed to in the written contract, or
2. The Limit of Insurance in the Schedule above.

C. The Each Occurrence Limit and Aggregate Limit of Insurance in the above Schedule are the limits of insurance available to the additional insured. However, such limits are included in, and not in addition to, the Each Occurrence and Aggregate limits stated in the Declarations and applicable to an **Occurrence** or in the Aggregate under this **Policy**.

D. Any insurance provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other

SAMPLE

basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

E. In accordance with the terms and conditions of this **Policy** and as more fully explained in this **Policy**, as soon as practicable, each additional insured must give **Us** prompt notice of any **Occurrence** which may result in a **Claim**, forward all legal papers to **Us**, cooperate in the defense of any actions, and otherwise comply with all of the **Policy's** terms and conditions.

F. The insurance provided by this endorsement does not apply to any **Bodily Injury** or **Property Damage** for which coverage is provided under another endorsement to the General Liability Coverage Part.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SAMPLE

FALSE CLAIMS ACT EXCLUSION

Named Insured		Endorsement Number
Policy Number	Policy Period to	Effective Date of Endorsement
Issued By		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

- This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation, whether direct or indirect, arising out of, giving rise to or in any way related to any actual or alleged violation by the **Insured** of the False Claims Act (31 U.S.C. §§ 3729-3733), and amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world; provided that this Exclusion shall not apply to **Damages** and **Claim Expenses** on account of any **Employment Practices Violation** for **Retaliation.**

All other terms, conditions and limitations of this Policy shall remain unchanged.

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Illinois Union Insurance Company
525 W. Monroe Street
Chicago, IL 60661

Public Entity Retained Limits Policy Declarations

This Policy is issued by the stock insurance company shown above.

SOME COVERAGE PARTS IN THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. IF COVERAGE IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS, IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT COVERAGE PART. PLEASE READ IT CAREFULLY.

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

Policy No.	**Renewal Of:**
Item 1. **Named Insured and Principal Address**	**Producer Name and Address**

Item 2. **Policy Period:**
From: 12:01 a.m. To 12:01 a.m. (Local time at the address shown in Item 1)

Item 3. **Coverage(s) Purchased** (☒):

A. ☐ General Liability Coverage Part
B. ☐ Automobile Liability Coverage Part
C. ☐ Public Officials & Employment Practices Liability Coverage Part
D. ☐ Miscellaneous Professional Liability Coverage Part
E. ☐
F. ☐
G. ☐

TOTAL PREMIUM $ _____

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Item 4. **Retained Limit:**

A. General Liability Coverage Part	Each **Occurrence**	$ _____
B. Automobile Liability Coverage Part	Each **Accident**	$ _____
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ _____
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	$ _____

The applicable Retained Limit is shown in the individual Coverage Part if not listed above.

Item 5. **Limits of Insurance:**

A. General Liability Coverage Part	Each **Occurrence**	$ _____
General Liability Coverage Part Aggregate	Aggregate	$ _____
B. Automobile Liability Coverage Part	Each **Accident**	$ _____
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ _____
Public Officials & Employment Practices Liability Coverage Part	Aggregate	$ _____
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	$ _____
Miscellaneous Professional Liability Coverage Part	Aggregate	$ _____

The applicable Limits of Insurance are shown in the individual Coverage Part if not listed above.

Item 6. **Retroactive Date:** (Enter Date or enter "None" if no Retroactive Date Applies)

A. Public Officials & Employment Practices Liability Coverage Part _____

B. Miscellaneous Professional Liability Coverage Part _____

The applicable Retroactive Date is shown in the individual Coverage Part if not listed above.

Item 7. **Optional Extended Reporting Period:**

A. Public Officials & Employment Practices Liability Coverage Part
Additional Premium: _____% of Annual Premium
Additional Period: _____

B. Miscellaneous Professional Liability Coverage Part
Additional Premium: _____% of Annual Premium
Additional Period: _____

Terms of the applicable Optional Extended Reporting Period are shown in the individual Coverage Part if not listed above.

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PESTICIDE OR HERBICIDE APPLICATOR COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

SCHEDULE

Description of Operations:

With respect to the operations shown in the Schedule above, it is agreed that:

Exclusion 12 of Section C. of Common Conditions, Definitions and Exclusions is amended to include:

With respect to the General Liability Coverage Part, this exclusion does not apply to:

3. **Bodily Injury** or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at or from any premises, site or location on which any **Insured** or any contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations provided:

   a. The **Pollutants** are brought on to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; and

   b. The operations meet all requirements of any federal, state or local statute, ordinance, rule or regulation that applies to those operations.

Authorized Agent

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AMENDMENT – LIMITS OF INSURANCE
DAMAGES TO EXCLUDE CLAIM EXPENSES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY
SCHOLASTIC ENTITY RETAINED LIMITS POLICY

The General Liability Coverage Part is amended to delete Section C. Limits of Insurance and is replaced by the following:

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** resulting from each **Occurrence** under this Coverage Part will not exceed the General Liability Coverage Part Each Occurrence Limit of Insurance specified in Item 5. A of the Declarations. This will be true regardless of:

   a. The number of persons and organizations who are **Insureds** under this **Policy;**
   b. The number of **Claims** made against any or all **Insureds**; or
   c. The number of persons or organizations making **Claims.**

2. The **Insurer's** maximum liability for all **Damages** resulting from all **Claims** under this Coverage Part will not exceed the General Liability Coverage Part Aggregate Limit of Insurance specified in Item 5. A of the Declarations which is the most the **Insurer** will indemnify for **Damages** under this Coverage Part during the **Policy Period.**

3. If the Aggregate Limit of Insurance is exhausted by payment of **Damages,** the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insured,** without consideration of other future payment obligations.

4. All **Claims** arising out of the same **Occurrence** and all interrelated **Occurrences** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy Period.** All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

Authorized Representative

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Public Entity
Retained Limits Policy

COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS

Throughout this **Policy** the words **You** and **Your** refer to the **Named Insured**. The words **We**, **Us**, and **Our** refer to the company providing this insurance.

Certain words and phrases that appear in bold print have special meanings found either in the Common Conditions, Definitions and Exclusions section of the **Policy**, or in the Definitions sections of the Coverage Parts.

A. Policy Conditions

All Coverage Parts included in this **Policy** are subject to the following conditions except as otherwise expressly indicated.

1. Alteration, Assignment and Headings

   a. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.

   b. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to the **Policy** signed by an authorized representative of the **Insurer**.

   c. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

2. Alternative Dispute Resolution

   The **Insured** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof, including disputes as to the scope or applicability of coverage, to the alternative dispute resolution ("ADR") process set forth in this section.

   Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

   There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have expertise in the legal, or the insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties. No award of the arbitrators shall include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this section; provided, however, that no such arbitration shall be commenced until at least 60 days after the date the mediation is concluded or terminated. In all events, each party shall bear its own expenses in the ADR process.

   Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

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3. Appeals

   We can appeal a judgment against an **Insured** under this agreement if:

   a. The judgment is for more than the amount of the **Retained Limit**, and

   b. An **Insured** does not appeal it.

   If **We** appeal a judgment, **We** will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to any Limit of Insurance of this **Policy**.

4. Audit of Books and Records

   We may audit **Your** books and records at any time during the **Policy Period** or within five years after the **Policy Period**. There is no time limit on auditing **Your** books and records with respect to **Claims** under this **Policy.**

5. Authorization Clause

   By the acceptance of this **Policy,** the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of cancellation or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy,** the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

6. Conflicting State Law or Regulation

   In the event that provisions of this **Policy** conflict with any state law or regulation, then such law or regulation shall prevail and this **Policy** is amended to conform with such law or regulation.

7. Defense and Settlement

   a. **We** have no duty to defend a **Claim** against an **Insured** seeking **Damages.**

   b. **We** shall have no obligation to pay or indemnify an **Insured** for any amount if an **Insured**'s obligation to pay **Damages** and **Claim Expenses** is within or equal to the **Retained Limit.**

   c. **You** have the duty to defend any **Claim** to which this insurance applies and shall be responsible for the **Damages** and **Claim Expenses** up to the **Retained Limit.**

   d. When the **Damages** and **Claim Expenses** for which **You** become legally obligated to pay exceed the **Retained Limit**, **You** will be entitled to indemnification by **Us. You** shall submit any request for indemnification to **Us** as soon as practicable after the **Damages** and **Claim Expenses** exceed the **Retained Limit. We** will promptly indemnify **You** in excess of the **Retained Limit** subject to the Limit of Insurance for the applicable Coverage Part as shown on the Declarations. The **Retained Limit** must be satisfied by actual payment by **You**. The **Retained Limit** may not be satisfied by payment by the **Insured** of any deductible of any other **Policy** or payments made on behalf of the **Insured** by any other insurer, person or entity. The **Insured** must make actual payment of the **Retained Limit** under this **Policy** without regard to whether the **Insured** must pay other amounts under any other **Policy,** even if the claimed amounts are deemed to have been caused by one **Occurrence**, **Accident** or **Wrongful Act.** The **Retained Limit** shall not be impaired by any **Claim** brought against an **Insured** which is not covered under the applicable Coverage Part.

   e. **Your** legal obligation to pay the **Damages and Claim Expenses** must be evidenced either by a judgment against any **Insured** after final adjudication, or by an arbitration award entered as a judgment, or by a written settlement executed by **You** and the settling claimants.

   f. **You** must obtain **Our** prior written approval before offering or agreeing to pay an amount which is in excess of the **Retained Limit** in order to settle any **Claim.**

   g. **We** shall have the right and **You** shall avail **Us** of the opportunity to associate with **You** in the defense of any **Claim** that in **Our** sole opinion may create indemnification obligations for **Us.**

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h. **We** shall have the right to settle any **Claim** that in **Our** sole opinion may create indemnification obligations for **Us**.

8. Duties In the Event of **Accident, Occurrence, Wrongful Act**, or **Claim**

   a. **You** must see to it that:

      i. **We** are notified in writing as soon as practicable once **You** have knowledge of any **Accident** or **Occurrence** which may reasonably and subsequently give rise to a **Claim** being made against an **Insured** that is likely to result in liability for **Us** under this **Policy**. Notice shall be deemed given as soon as practicable if it is given to **Us** by the department or person to whom **You** have delegated such claims reporting responsibility as soon as practicable after they have knowledge of such **Accident** or **Occurrence**. Further, for any **Claim** arising from a **Wrongful Act**, notification to **Us** may be given no later than sixty (60) days after the end of the **Policy Period**.

      ii. **You** immediately make a written record of specific information about any **Claim** which appears reasonably likely to involve indemnification under this **Policy**, including but not limited to:

         1. The identity of any potential claimants;
         2. A description of any anticipated **Wrongful Act** allegations;
         3. The identity of the **Insured** allegedly involved;
         4. The circumstances by which the **Insured** first became aware of the **Accident, Occurrence** or alleged **Wrongful Act**;
         5. The consequences which have resulted or may result;
         6. The nature of the potential monetary damages; and
         7. The date the **Claim** was received;

      iii. **You** notify **Us** in writing as soon as practicable and provide **Us** with all the information required under section ii above. Notice shall be deemed given as soon as practicable if it is given to **Us** by the department or person to whom **You** have delegated such responsibility as soon as practicable after they have knowledge of such **Claim**;

      iv. Notice will be made to:

MAIL	Chubb North American Claims P.O. Box 5122 Scranton, PA 18505-0554
EMAIL	ACEClaimsFirstNotice@chubb.com
FAX	(877) 395-0131 (Toll Free) (302) 476-7254 (Local)
PHONE	(800) 433-0385 – Business Hours (800) 523-9254 – After Hours

      v. **We** receive any assistance **We** reasonably request in the enforcement of any right against any person or organization which may be liable;

      vi. **We** receive **Your** full cooperation as stated in this **Policy**; and

      vii. **We** receive **Your** full cooperation in the investigation, settlement or defense of any **Claim**.

   b. **You** must notify **Us** and provide information in the manner specified above of any **Accident, Occurrence, Wrongful Act** or **Claim**, regardless of the coverage or liability, which:

      i. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **Damages** which equals or exceeds 50% of the **Retained Limit**; or

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ii. Involves a notice of **Claim** for a **Wrongful Act** which is reasonably likely to equal or exceed 25% of the **Retained Limit**; or

iii. Involves any of the following:

1. Any injury to the spinal cord or vertebrate, including paraplegia, quadriplegia and partial paralysis;
2. Any serious head injury including skull fracture;
3. A brain or brain stem injury;
4. Any burn to 25% or more of the body;
5. A fatality;
6. Any amputation or loss of use of a major extremity or multiple minor extremities;
7. Sensory Loss (such as sight, hearing, smell, touch or taste);
8. Multiple Fractures or serious disfigurement or scarring;
9. **Bodily injury** resulting from use of a weapon or restraining device by law enforcement which results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for **Damages** which equal or exceed 25% of the **Retained Limit**; or
10. Any **Suit** filed as a class action, whether any such class action or class is certified; or

iv. Is an actual or anticipated **Crisis Event** as soon as practicable, but in no event later than thirty (30) days after **You** first incur **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

Knowledge of an **Accident**, **Occurrence**, **Wrongful Act**, or **Claim** by an agent or **Employee** of any **Insured** shall not in itself constitute **Your** knowledge unless any of the persons with such knowledge is an executive officer or director; or other persons in a supervisory or managerial capacity, or acting as a risk manager or insurance manager; or a person to whom **You** have delegated such responsibility, have such knowledge.

c. If, during the **Policy Period**, **You** have knowledge of any **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if **You** give written notice to **Us** during the **Policy Period** or any applicable **Extended Reporting Period** of the details of such **Wrongful Act** referenced in 1 - 6 of section 8.b.ii above, then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by **Us**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim.**

9. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of an **Insured** and any natural person qualifying as a domestic partner of an **Insured** under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured** shall be considered an **Insured** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks **Damages** from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any act of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the **Retained Limit** applicable to **Damages** and **Claim Expenses** claimed against an **Insured** shown in Item 4 of the Declarations, shall also apply to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

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10. Rights of Third Parties/Financial Impairment

    a. Other than (a) provided to **You** in Condition A.2. above (Alternative Dispute Resolution) or (b) expressly provided for by law, this **Policy** grants no rights whatsoever to any person or organization to sue **Us** or join **Us** as a party to any action against any **Insured** to determine the liability of any **Insured** nor shall **We** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** (or any insurer providing underlying insurance or an **Insured**'s inability to pay any part of the **Retained Limit)** shall not relieve **Us** of **Our** obligations nor deprive **Us** of any rights or defenses under this **Policy**.

    b. In the event there is a reduced recovery or no recovery available to an **Insured** as a result of such financial impairment of any **Insurer** providing other insurance, the coverage under this **Policy** shall apply only in excess of the **Retained Limit**. Under no circumstances shall **We** be required to drop down and replace any underlying Limit of Insurance, or assume any other obligations of any financially impaired **Insurer** or an **Insured.**

11. Inspection

    We have the right, but are not obligated to inspect any **Insured**'s premises and operations at any time. **Our** inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. **We** may give **You** reports on the conditions **We** find. **We** may also recommend changes to make the premises or operation a better insurance risk. While they may help reduce losses, **We** do not undertake the duty of any person or organization to provide for or advise on the health or safety of workers, third parties or the public. **We** do not warrant or represent that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

12. Interpretation

    The terms and conditions of this **Policy** shall be interpreted and construed as a commercial contract in an evenhanded fashion as between the parties. If the language of this **Policy** is to be interpreted in any suit, arbitration, mediation or appeal, any dispute regarding such interpretation shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insured** or the **Insurer** and without reference to the reasonable expectations of either the **Insured** or the **Insurer.**

13. Other Insurance

    If insurance with any other **Insurer** is available to cover a **Claim** for an **Insured** for any coverage under this **Policy** whether on a primary, excess, or contingent basis, the insurance under this **Policy** is excess of and does not contribute with such other insurance.

    It is also agreed that such other insurance is excess over the **Retained Limit** and we will not make any payments until the other insurance and the **Retained Limit** have been exhausted.

    The insurance under this **Policy** is not subject to the terms, conditions, or limitations of any other insurance.

    This condition does not apply with respect to excess insurance purchased specifically to be in excess of this **Policy.**

14. Premium

    a. The **Named Insured** shown in the Declarations:

        i. Is responsible for the payment of all premiums; and

        ii. Will be the payee for any return premiums **We** pay.

    b. **We** will compute all premiums for this **Policy** in accordance with **Our** rules and rates.

    c. The **Named Insured** must keep records of the information needed for premium computation, and send copies at such times as **We** may request.

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15. Representations

a. The **Insured** represents and acknowledges that the statements and information contained in the **Application** are true and accurate and:

i. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and

ii. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**; and

b. It is understood and agreed that:

i. this **Policy** is issued in reliance upon the truth and accuracy of such representations;

ii. if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder;

c. Any **Insured's** failure to disclose all hazards as of the inception date of this **Policy** shall not prejudice the **Insured** with respect to the coverage afforded by this **Policy**; provided such failure or omission is not intentional and any **Insured** did not know about such hazard prior to the commencement of the **Policy Period.**

16. Right to Recover Payment

Any persons or organizations for whom **We** make a payment under this insurance must transfer to **Us** their right of recovery against any other party. After a **Claim** they must do everything necessary to secure, and nothing to impair, these rights. However, **We** will waive **Our** right of recovery against any person or organization with respect to which the **Insured** has waived its right of recovery prior to the **Occurrence, Accident**, or **Wrongful Act** in an **Insured Contract.**

17. Territory

Coverage under this **Policy** shall extend to **Accidents, Occurrences** or **Wrongful Acts** taking place or sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

18. Termination of the **Policy**

a. The **Named Insured** may cancel this **Policy** at any time by sending **Us** a written request or by returning the **Policy** stating the date of cancellation.

b. **We** may cancel this **Policy** at any time by mailing to the **Named Insured** a notice of cancellation 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. **Our** notice of cancellation will be mailed to the **Named Insured**'s last known address, and will indicate the date on which coverage is terminated.

c. If cancellation is requested by the **Named Insured**, return premium will be computed at 90% of the pro rata premium.

If **We** cancel, return premium will be computed pro rata. If this **Policy** insures more than one **Named Insured,** cancellation may be effected by the **Named Insured** as shown on the Declarations Page for the account of all the **Named Insureds**. Notice of cancellation by **Us** to the **Named Insured** will be deemed notice to all **Insureds** and payment of any return premium to such **Named Insured** will be for the account of all interests.

d. This **Policy** shall also terminate at the earliest of the following times:

i. Upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or

ii. At such other time as may be agreed upon by the **Insurer** and the **Named Insured.**

e. Either party may elect to non-renew the **Policy** at its expiration date for any reason.

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19. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without **Our** written consent except in the case of death of an individual **Insured**.

If **You** die, **Your** rights and duties will be transferred to **Your** legal representative but only while acting within the scope of duties as **Your** legal representative. Until **Your** legal representative is appointed, anyone having proper temporary custody of **Your** property will have **Your** rights and duties but only with respect to that property.

20. Valuation

All premiums, limits, retentions, **Damages**, **Claim Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claim Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached. If the amount of the settlement is agreed upon or the other element of **Damages** or **Claim Expenses** is due, respectively, or if it is not published on such date, the rate as published on the next date of publication of *The Wall Street Journal* shall apply.

21. When a **Claim** is Payable

With respect to payment of **Claims**, this **Policy** will not apply until **You** are obligated to pay the amount of the **Retained Limit** covered under this **Policy**. When the amount of **Damages** and **Claim Expenses** has finally been determined as provided in Condition A. 7. Defense and Settlement, **We** will promptly indemnify **You** the amount of the **Damages** and **Claim Expenses** covered under this **Policy.**

If **We** are required or at **Our** sole discretion, elect to pay any amounts on behalf of an **Insured** within the **Retained Limit**, **You** will promptly reimburse **Us** for any such amounts.

B. Definitions

1. **Accident** means an unintended and unexpected harmful event, including continuous or repeated exposure to substantially the same general harmful conditions which results in **Bodily Injury** or **Property Damages**. All such exposure to substantially the same general conditions will be considered as arising out of one **Accident.**

2. **Administration** means:

   a. Giving counsel to employees with respect to an **Employee Benefits Program**;

   b. Interpreting an **Employee Benefits Program**;

   c. Handling of records in connection with an **Employee Benefits Program**; or

   d. Effecting enrollment, termination, or cancellation of employees under an **Employee Benefits Program**;

   provided such acts are authorized by **You.**

3. **Advertising Injury** means one or more of the following offenses:

   a. Libel, slander or defamation;

   b. Any infringement of copyright, title or slogan;

   c. Misappropriation of advertising ideas or style of doing business;

   d. Oral or written publication of material that violates a person's right of privacy;

   committed or alleged to have been committed in any advertisement, publicity article, broadcast, or telecast and arising out of **Your** advertising activities except if arising out of electronic chat rooms or bulletin boards.

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4. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insured** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy.**

5. **Automobile** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but, does not include **Mobile Equipment.**

6. **Bodily Injury** means physical injury to the body, sickness or disease, including death resulting from any of these at any time, and if arising out of the foregoing**,** mental anguish, mental injury, mental tension, emotional distress, disability, pain and suffering, shock or fright.

7. **Claim** means:

   a. A written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;

   b. A civil, administrative or regulatory proceeding against any **Insured** commenced by

      i. The service of a complaint or similar pleading against any **Insured** seeking monetary damages or non-monetary or injunctive relief;

      ii. The issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with any federal, state or local governmental authority located anywhere in the world; or

      ii. The service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced;

      However, any complaint filed with the Equal Employment Opportunity Commission ("EEOC") shall not constitute a **Claim** until the EEOC has issued a "right to sue" letter or notice to the claimant;

   c. A criminal proceeding against any **Insured** commenced by a return of an indictment, information, or similar document, or receipt or filing of a notice of charges;

   d. An arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;

   e. Solely with respect to Insuring Agreement A.2, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs a through d above;

   including any appeal therefrom.

   Claim does not mean a labor union grievance or complaint filed with a labor union.

8. **Claim Expenses** means:

   a. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by **Us**, or by an **Insured** with **Our** prior written consent, in the investigation and defense of covered **Claims;**

   b. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided that **We** shall have no obligation to apply for or furnish such bond; and

   c. Pre-judgment and post-judgment interest awarded in any **Claim.**

   Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured. Claim Expenses** shall be reduced by any recoveries or salvages which have been paid or will be collected. **Claim Expenses** does not include **Crisis Management Expense.**

9. **Damages** means compensatory damages, judgments and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim. Damages** shall be reduced by any recoveries or salvages which have been paid or will be collected.

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Damages does not include:

a. Any amount for which the **Insured** is not financially liable or legally obligated to pay;

b. Taxes, fines, penalties, or assessments;

c. Punitive or exemplary damages, or the multiple portion of any multiplied damage award;

d. Matters uninsurable under the laws pursuant to which this **Policy** is construed;

e. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief including any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;

f. **Crisis Management Expense**;

g. Liquidated damages, except to the extent specifically included as **Damages** below.

Solely with respect to the Public Officials & Employment Practices Liability and Miscellaneous Professional Liability coverage parts:

a. With respect to any **Claim** arising out of a **Employment Practices Violation**, **Damages** shall also mean:

   i. Front-pay and back-pay, except as otherwise stated below; and

   ii. Liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

b. **Damages** does not include employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation; provided, however, this limitation:

   i. Does not include salary, wages, bonuses, commissions and non-deferred cash incentive compensation in a settlement or judgment for a **Employment Practices Violation**; and

   ii. Does not apply to a **Wrongful Act** in the **Administration** of **Your Employee Benefits Program**.

10. **Employee Benefit Program** means:

    a. Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans; or

    b. Unemployment insurance, social security benefits, workers' compensation and disability benefits; provided for **Your Employees**.

11. **Employee** means any past or present full-time, part-time, temporary, or leased **Employee**(s) of the **Named Insured**.

    For the purposes of **Employment Practices Violations**, this definition includes:

    a. Applicants for employment with the **Named Insured**; and

    b. Leased **Employees** but only to the extent of the **Named Insured's** obligation to provide indemnification to such leased **Employee**, not to exceed such obligation applicable to non-leased **Employees**.

12. **Employment Practices Violation** means any actual or alleged:

    a. Wrongful dismissal or discharge or termination of employment, whether actual or constructive;

    b. Employment related misrepresentation;

    c. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment;

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d. **Sexual Harassment** or other unlawful workplace harassment;

e. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure;

f. Wrongful discipline of **Employees**;

g. Negligent evaluation of **Employees**;

h. Failure to adopt adequate workplace or employment policies and procedures;

i. Employment related libel, slander, defamation or invasion of privacy;

j. **Retaliation**.

13. **Extended Reporting Period** means the period described in the section of any Coverage Part entitled **Extended Reporting Period** which period shall apply solely to such Coverage Part.

14. **Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **Fungi.**

15. **Impaired Property** means tangible property, other than **Your Product** or **Your Work** that cannot be used or is less useful because:

    a. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. **You** have failed to fulfill terms of a contract or agreement;

    if such property can be restored to use by:

    a. The repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or

    b. **Your** fulfilling the terms of the contract or agreement.

16. **Incidental Medical Malpractice** means injury arising out of: (1) emergency medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician or paramedic; or (2) medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any nurse who is employed by or acting on behalf of an **Insured** to provide such services, but is not employed at a hospital, clinic or nursing home facility.

17. **Insured** means each of the following to the extent set forth below:

    a. The **Named Insured**;

    b. While acting within the scope of their duties for the **Named Insured**:

        i. All persons who were, are now, or shall be **Your** lawfully elected or appointed officials;

        ii. Current or former members of commissions, boards or other units operated by **You** and under **Your** jurisdiction, provided such units are within the total operating budget included in the **Application;**

        iii. All of **Your** current or former **Employees**;

        iv. All persons who perform a service on a volunteer basis for **You**, provided such performance is under **Your** direction and control. This does not include any person working on retainer or as an independent contractor;

        v. All persons or organizations providing service to **You** under any mutual aid or similar agreement; or

        vi. The estate of any person in (i.) through (iv.) above;

    c. Any person or organization while acting as **Your** real estate manager;

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d. With respect to **Mobile Equipment**, any person is an **Insured** under the General Liability Coverage Part while operating such equipment with **Your** permission;

e. With respect to a **Covered Automobile**, any person is an **Insured** under the Automobile Liability Coverage Part while operating the **Covered Automobile** with **Your** permission.

f. No person or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is shown as a **Named Insured** in the Declarations.

g. Solely with respect to the Public Officials & Employment Practices Liability Coverage Part, **Insured** also means:

i. Elected or duly appointed officials and **Employees** of the **Named Insured** serving as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, or as amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of such officials and **Employees** to serve as a director or officer of such non-profit organization is based solely upon such person's status as an official or **Employee** of the **Named Insured**; and (2) such official or **Employee** is directed in writing by the **Named Insured** to serve as a director or officer of such non-profit organization prior to beginning such service;

ii. Elected or duly appointed officials and **Employees** of the **Named Insured** while acting at the written request of the **Named Insured** in their capacity as a duly appointed official of an outside entity which is recognized by the government as being tax-exempt;

provided however, coverage for such individuals referenced in f.i. and f.ii above shall be specifically excess over: (1) any indemnification provided by such outside entity to such individuals; or (2) any insurance purchased by such outside entity covering such individual, whether such insurance is primary, contributory, excess, or contingent, and notwithstanding any similar "other insurance" clause contained in such policy.

18. **Insurer** means the insurance company providing this insurance.

19. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

20. **Law Enforcement Activities** means any of the official activities or operations of **Your** police force or any other public safety organization, including their agents or employees, which enforces the law and protects persons or property.

21. **Mobile Equipment** means any land vehicles including attached machinery or equipment that is not licensed for road use. However, this does not apply to equipment that is permanently attached to vehicles that are licensed for road use.

22. **Named Insured** means the person or organization first named in Item 1 of the Declarations.

23. **Occurrence** means:

a. With respect to **Bodily Injury** and **Property Damage**, an accidental happening including continuous or repeated exposure to substantially the same general harmful conditions which results in **Bodily Injury** or **Property Damage**. All such exposure to substantially the same general conditions will be considered as arising out of one **Occurrence**;

b. With respect to **Personal Injury**, only those offenses specified in the **Personal Injury** Definition. All damages arising out of substantially the same **Personal Injury** regardless of frequency, repetition, the number or kind of offenses, or number of claimants, will be considered as arising out of one **Occurrence**;

c. With respect to **Advertising Injury**, only the offenses listed in the **Advertising Injury** Definition. All damages arising out of substantially the same **Advertising Injury** regardless of frequency, repetition,

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the number or kind of media used, the number or kind of offenses, or the number of claimants, will be considered as arising out of one **Occurrence**.

24. **Personal Injury** means one or more of the following offenses:
    a. False arrest, false imprisonment, wrongful detention or malicious prosecution;
    b. Libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy, unless arising out of advertising activities in electronic chat rooms or bulletin boards;
    c. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, lanciord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.
25. **Policy** means, collectively, the Declarations, the **Application**, this coverage form, Coverage Parts and any endorsements.
26. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Condition 18, Termination of the **Policy**.
27. **Pollutant(s)** means (a) any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent; (b) any solid, liquid, gaseous or thermal irritant, contaminant or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed; and also (c) any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, **Fungi** or bacteria (not including to any **Fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption), lead or lead compounds or lead contained in any materials, and electric or magnetic or electromagnetic field radiation.
28. **Post-judgment Interest** means interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court, the part of the judgment that is within the applicable Limit of Insurance.
29. **Pre-judgment Interest** means interest added to settlements, verdicts, awards, or judgments that are within the applicable Limit of Insurance, based on the amount of time prior to the settlements, verdicts, awards or judgments, whether or not made part of the judgments.
30. **Professional Services** means services that may be legally performed only by a person holding a professional license to render such services.
31. **Property Damage** means physical injury to tangible property, including all resulting loss of use of such property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.
32. **Retained Limit** means the applicable amounts shown in the Declarations or any applicable endorsement for **Retained Limit.**
33. **Retaliation** means a **Wrongful Act** of an **Insured** relating to or alleged to be in response to:
    a. Disclosure or threat of disclosure by an **Employee** of the **Named Insured** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
    b. Actual or attempted exercise by an **Employee** of the **Named Insured** of any right that such **Employee** has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, The Americans with Disabilities Act or any similar state or local law;
    c. An **Employee** of the **Named Insured** filing a **Claim** under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law;
    d. Strikes by **Employee**s of the **Named Insured**; or

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e. Political affiliation of an **Employee** of the **Named Insured.**

34. **Sexual Abuse** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury.

    Sexual Abuse does not include **Sexual Harassment.**

35. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:

    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or

    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

    Sexual Harassment does not include **Sexual Abuse.**

36. **Suit** means a civil proceeding in which **Damages** because of **Bodily Injury**, **Property Damage, Personal Injury, Advertising Injury** or **Wrongful Act** to which the applicable Coverage Part applies, are alleged, including:

    a. An arbitration proceeding in which such damages are alleged; or

    b. Any other Alternative Dispute Resolution proceeding in which such damages are alleged.

37. **Wrongful Act** means:

    a. With respect to Insuring Agreement A.1 of the Public Officials & Employment Practices Liability Coverage Part, any negligent act, error, misstatement, misleading statement, or omission committed or attempted by the **Named Insured**, including **Administration** of **Your Employee Benefit Program,** or by any other **Insured** solely in the performance of duties for the **Named Insured**.

    b. With respect to Insuring Agreement A.2 of the Public Officials & Employment Practices Liability Coverage Part, any **Employment Practices Violation** actually or allegedly committed by the **Named Insured**, or by any other **Insured** solely in the performance of duties for the **Named Insured.**

    c. With respect to the Miscellaneous Professional Liability Coverage Part, any actual or alleged negligent act, error, omission, misstatement or misleading statement, **Personal Injury**, or **Advertising Injury** committed by the **Insured** in the **Insured's** performance or failure to perform **Miscellaneous Professional Services.**

    However, **Wrongful Act** does not include any actual or alleged network security or privacy breach, including but not limited to:

    a. The failure or inability of the security of any computer system to prevent a computer attack or mitigate loss arising in whole or in part from a computer attack;

    b. Physical theft, loss or mysterious disappearance of firmware, hardware (including components thereof) or hard copy files; or

    c. The disclosure of an individual's name; address; telephone number; medical, healthcare or other health information; social security, drivers license or other government identification number; credit or debit card number; account numbers or histories; passwords or other personal information not lawfully available to the general public.

38. **Your Product** means:

    a. Any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:

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i. **You**;

ii. Others trading under **Your** name; or

iii. A person or organization whose business or assets **You** have acquired;

b. Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.

39. **Your Work** means:

a. Work or operations performed by **You** or on **Your** behalf;

b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of a. and b. above. **Your Work** also includes the providing of or failure to provide warnings or instructions.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

C. Exclusions

All Coverage Parts included in this **Policy** also contain their own exclusions and are subject to any applicable exclusions in the Coverage Part and the following Exclusions that apply to all Coverage Parts except as otherwise expressly indicated:

The insurance under any Coverage Part in this **Policy** does not apply to:

1. Any liability arising out of the operation of the principles of eminent domain, condemnation, inverse condemnation, adverse possession, temporary or permanent taking.

2. Any **Claim** alleging, based upon, arising out of, or attributable to:

a. The violation of any price fixing, restraint of trade, monopolization, unfair trade practices or other violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act or any other statutory provision regulating antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, and any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world;

b. Any (1) purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended; (2) violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended; (3) any regulation promulgated under the foregoing laws; or (4) any federal, state, local or foreign laws similar to the foregoing laws (including "Blue Sky" laws), or regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

c. The failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;

d. Alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claim Expenses**; or

e. Whether directly or indirectly, the performance of assets or invested funds or the failure to invest any funds.

3. Any **Claim** alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured;**

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however, the **Insured** shall be reimbursed for the reasonable **Claim Expenses** incurred in such **Claim** if the **Insured** is not found liable for such act, error, omission or violation.

However, this exclusion does not apply to the Automobile Liability Coverage Part or to that part of any **Claim** for an **Employment Practices Violation.**

4. Any **Insured's** activities in an investing or fiduciary capacity including but not limited to, any **Employee Benefit Programs**, including any pension, savings or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, the **Administration** of any self-insurance fund or any obligations under the Employees' Retirement Income Security Act (ERISA) of 1974 or any amendments thereto or similar subsequent federal acts or any similar provisions of statutory or common law.

   This exclusion does not pertain to failure to execute required actions or mistaken actions committed in the **Administration** of **Your Employee Benefit Program.**

5. Any **Damages** for any costs, civil fines, penalties or expenses levied or imposed against an **Insured** arising from any complaint or enforcement action from any federal, state, or local government regulatory agency.

6. Any liability arising out of or attributable to:

   a. The rendering or failure to render:

      Medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

      Any service or treatment related or conducive to health or of a professional nature;

   b. The furnishing or dispensing of drugs, medical, dental, or surgical supplies or appliances;

   c. Any service by a person as a member of a formal accreditation or similar professional board or committee, or as a person charged with the duty of executing directives of any such board or committee; or

   d. Any blood product handled or distributed by an **Insured** or any service related thereto, including any allegation of reliance upon any representation or warranty made at any time with respect to blood products.

   However, with respect to the General Liability Coverage Part, this exclusion does not apply to **Incidental Medical Malpractice**.

7. The rendering or failure to render any **Professional Services,** provided, however, this exclusion shall not apply to:

   a. **Professional Services** provided by any full-time or part-time **Employee** acting as a lawyer or accountant and providing such services solely to the **Named Insured**; and

   b. The Miscellaneous Professional Services Liability Coverage Part.

8. With respect to **Law Enforcement Activities**, any **Claims, Damages** or **Suits** directly or indirectly arising out of:

   a. Any willful violation, or any violation in which any **Insured** had knowledge of or consented to the violation, of any federal, state or local ordinance, rule, or regulation, or any willful violation of a penal statute;

   b. The failure to arrest or detain any person;

   c. Any part of any **Claim** or **Suit** seeking relief or redress in any form other than money damages including but not limited to, injunctive relief, declaratory relief, any other equitable remedies, including actions brought:

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i. To improve the physical conditions of any facility; or

ii. To improve the living conditions of any person being held in any facility;

d. The providing or failing to provide any form of health care services, except for (i) first aid which is limited to the rendering of emergency medical treatment at the time of an **Accident** or (ii) actual or alleged denial of access to health care services.

e. Any injury to any volunteer who is injured in the conduct of **Your Law Enforcement Activities** within the scope of their duties for **You**.

9. Any premium, assessment, penalty, fine, benefit or other obligation imposed by any Workers' Compensation Law, unemployment compensation or disability benefits law, the Jones Act, General Maritime Law, the Federal Employers' Liability Act, Federal Employee Compensation Act, the Defense Base Act, U.S. Longshoremen's and Harbor Workers' Compensation Act, Federal Coal Mine Health and Safety Act, any federal occupational disease law; any amendments to such laws or under any similar law for which **You**, or any insurance company as **Your** insurer, may be held liable; or for which an **Insured** is a qualified self-insurer.

10. Any liability, whether direct or indirect, arising out of **Sexual Abuse** by an **Insured**.

11. Any liability for which any **Insured** may be held liable by reason of:

a. Causing or contributing to the intoxication of any person;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion only applies if **You** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. This exclusion does not apply to the Automobile Liability Coverage Part.

12. Any:

a. Liability arising from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants**; or

b. Loss, cost or expense arising out of any:

i. Request, demand or order that an **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **Pollutants**; or

ii. Any **Claim** by or on behalf of governmental authority or others for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

With respect to the General Liability Coverage Part, this exclusion does not apply to:

1. **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a Hostile Fire. As used herein, Hostile Fire means a fire which becomes uncontrollable or breaks out from where it was intended to be;

2. **Bodily Injury** if sustained within a building owned or occupied by, or rented or loaned to, any **Insured** and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.

With respect to the Automobile Liability Coverage Part, this exclusion does not apply to **Accidents** that occur away from premises owned or rented to an **Insured** with respect to **Pollutants**, but only if:

1. The **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **Covered Automobile**; and

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2. The discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage; and

3. The **Pollutants** were not in, upon or released from the **Covered Automobile.**

   Paragraph 3. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **Covered Automobile** or its parts, if:

   a. The **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Automobile** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and

   b. The **Bodily Injury** or **Property Damage** does not arise out of the operation of **Mobile Equipment.**

13. Any liability arising out of:

   a. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos;

   b. The use of asbestos in constructing or manufacturing of, or presence of asbestos in any good, product, or structure;

   c. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or

   d. Payment for investigation or defense of any loss, fine or penalty; or for any expense or **Claim**; related to a., b. or c. above.

14. Any loss, cost or expense arising out of, resulting from, caused by or contributed to by:

   a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;

   b. The abatement, mitigation, removal, or disposal of lead, lead compounds or lead contained in any materials;

   c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with a. and b. above; or

   d. Any obligation to share **Damages**, remediation or other relief or compensation of any kind with, or to repay someone else who must pay such **Damages** in connection with a., b. or c. above.

15. Any liability arising out of the complete or partial failure to adequately supply gas, oil, water, electricity, steam or sewerage service.

16. Any liability, whether direct or indirect, arising out of, caused by, resulting from, contributed to, or aggravated by the subsidence, expansion, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, rising, tilting or any other land or earth movement.

17. Any liability arising out of the ownership, maintenance, loading or unloading, control, use or operations of any aircraft, airfields, runways, hangers, buildings, or other properties in connection with aviation activities.

   This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

   However, with respect to the General Liability Coverage Part, this exclusion does not apply to liability for the premises of buildings or other properties to which the general public is admitted.

18. Any liability arising out of the ownership, maintenance, operation, use loading or unloading or entrustment to others of any watercraft owned or operated by an **Insured** or rented, loaded, or chartered by or on behalf of an **Insured**.

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This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

However, with respect to the General Liability Coverage Part, this exclusion does not apply to:

a. Watercraft while ashore on premises an **Insured** owns or rents;

b. Watercraft not owned by an **Insured** that is less than 51 feet long and not being used to carry persons or property for a charge.

19. Any liability arising out of the ownership, maintenance, operation, control, use or operations of any landfill or disposal site or other properties in conjunction with landfill or disposal site activities.

    However, with respect to the General Liability Coverage Part, and subject to the Pollution Exclusion (Exclusion 12), which does apply in all cases, this exclusion does not apply to liability arising out of the use or maintenance of the premises, buildings or other areas of such properties to which the general public is admitted.

20. Any liability arising out of collapse, flooding, cracking, settling, seepage, underseepage, spillage, subsidence, landslide or earth movement of any dam, spillway, levee or reservoir.

21. Any:

    a. **Claim** by an **Insured** against any other **Insured**; and

    b. Injury or **Damage** to the spouse, child, parent, brother and sister of the **Insured** as a consequence of a. above.

    However, this exclusion does not apply: (1) with respect to **Claims** against the **Named Insured** to the extent coverage is provided for **Employment Practices Violations** for a **Claim** by an **Employee**; or (2) to any **Claim** brought or maintained by any natural person **Insured** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy.**

22. Any liability arising from the use of trampolines or other rebounding equipment.

23. Any liability, cost or expense arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica.

24. Any liability an **Insured** may have, directly or indirectly, occasioned by, happening through, or in consequence of:

    a. War, including undeclared or civil war;

    b. Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

    c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

    d. Confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

25. Any liability arising out of or allegedly arising out of exposure to or contact with electromagnetic field radiation.

26. Any:

    a. Injury, **Damage**, expense, cost, loss, liability or legal obligation which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **Fungi** or bacteria on or within a building or structure,

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including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or **Damage**; or

b. Loss, cost or expenses arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of **Fungi** or bacteria, by any **Insured** or by any other person or entity.

This exclusion does not apply to any **Fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

27. Any liability for **Personal Injury** or **Advertising Injury** arising out of **Your** advertising activities in electronic chat rooms or bulletin boards.

28. Any liability:

With respect to which an **Insured** under this **Policy** is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

Resulting from the **Hazardous Properties** of **Nuclear Material** and with respect to which:

i. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

ii. An **Insured** is, or had this **policy** not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

For any expenses incurred with respect to **Bodily Injury** resulting from the **Hazardous Properties** of **Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.

Resulting from the **Hazardous Properties** of **Nuclear Material**, if:

i. The **Nuclear Material**:

1. Is at any **Nuclear Facility** owned by, or operated by or on behalf of, an **Insured**; or

2. Has been discharged or dispersed therefrom;

ii. The **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or

iii. Arising out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (iii.) applies only to **Property Damage** to such **Nuclear Facility** and any property at such **Nuclear Facility**.

As used in this exclusion:

i. **Hazardous Properties** means radioactive, toxic or explosive properties.

ii. **Nuclear Material** means **Source Material, Special Nuclear Material** or **By-product Material**.

Source Material, Special Nuclear Material, and **By-product Material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

iii. **Spent Fuel** means any fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor.**

iv. **Waste** means any **Waste** material:

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Containing **By-product Material** other than the tailings or **Wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **Source Material** content; and

Resulting from the operation by any person or organization of any **Nuclear Facility**.

v. **Nuclear Facility** means:

Any **Nuclear Reactor**;

Any equipment or device designed or used for:

a. Separating the isotopes of uranium or plutonium,

b. Processing or utilizing **Spent Fuel**, or

c. Handling processing or packaging **Waste**;

Any equipment or device used for the processing, fabricating or alloying of **Special Nuclear Material** if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premiums used for such operations.

vi. **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

vii. **Property Damage** as defined in this exclusion only means physical injury to tangible property, including all resulting loss of use of such property; and includes all forms of radioactive contamination of property.

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Public Entity
Retained Limits Policy

AUTOMOBILE LIABILITY COVERAGE PART

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreements

The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** become legally obligated to pay because of a **Claim** arising out of an **Accident** taking place during the **Policy Period** for **Bodily Injury** or **Property Damage** and resulting from the ownership, maintenance or use of a **Covered Automobile** in the Coverage Territory.

No other obligation to pay any additional sums or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 5.B of the Declarations. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this **Policy**;
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims**.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from each **Claim** under this Coverage Part will not exceed the Automobile Liability Coverage Part Each Accident Limit of Insurance specified in Item 5.B of the Declarations. This will be true regardless of:

   a. The number of persons and organizations who are **Insureds** under this **Policy**;
   b. The number of **Claims** made against any or all **Insureds**;
   c. The number of persons or organizations making **Claims**;
   d. The number of vehicles involved in the **Accident**; or
   e. Premiums paid.

2. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insured**, without consideration of other future payment obligations.

3. All **Claims** arising out of the same **Accident** and all interrelated **accidents** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense**.

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D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions found in the Common Conditions, Definitions and Exclusions section of this **Policy.**

The insurance under this Coverage Part does not apply to:

1. Any **Bodily Injury** or **Property Damage** for which coverage is provided under another Coverage Part of this **Policy.**

2. **Covered Automobiles** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any **Covered Automobile** while it is being prepared for such contest or activity.

3. **Bodily Injury** or **Property Damage** either expected or intended from the standpoint of an **Insured**. But this exclusion does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions.

4. An **Insured's** obligation to pay by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for **Damages**:

   a. That an **Insured** would have in the absence of the contract or agreement; or
   b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** first occurs subsequent to the effective date of the **Insured Contract**; and such **Insured Contract** was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period.**

5. **Bodily Injury** to:

   a. An **Employee** of an **Insured** arising out of and in the course of:
      i. Employment by an **Insured**; or
      ii. Performing duties related to the conduct of an **Insured's** business; or
   b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of a. above.

   This exclusion applies:
   a. Whether an **Insured** may be liable as an employer or in any other capacity; or
   b. To any obligation to share **Damages** with or repay someone else who must pay **Damages** because of the **Bodily Injury**.

   This exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract.**

6. Any **Property Damage** to or involving property owned or transported by an **Insured** or in an **Insured's** care, custody, or control. But this exclusion does not apply to liability assumed under a sidetrack agreement or to **Law Enforcement Activities** subject to Exclusion 8 of the Common Conditions, Definitions and Exclusions.

7. **Bodily Injury** or **Property Damage** resulting from the handling of property:
   a. Before it is moved from the place where it is accepted by an **Insured** for the movement into or onto the **Covered Automobile**; or
   b. After it is moved from the **Covered Automobile** to the place where it is finally delivered by an **Insured.**

8. Any liability incurred by or imposed on an **Insured** under any Uninsured/Underinsured Motorist law, No Fault law or Personal Injury Protection law.

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E. Definitions

The following definitions apply in addition to the definitions found in the Common Conditions, Definitions and Exclusions section of this **Policy.**

1. **Covered Automobile** means an **Automobile**:
   a. **You** own, or **You** acquire during the **Policy Period**;
   b. **You** lease, hire, rent or borrow (this does not include an **Automobile** you lease, hire, rent or borrow from any of **Your Employees** or their domestic partners or any other member of their households);
   c. **You** do not own, lease, hire, rent, or borrow that is used in conjunction with **Your** business (this includes an **Automobile** owned by any **Insured** or members of their household but only while used in conjunction with **Your** business).

2. **Insured Contract** means:
   a. A lease of premises;
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work on or within 50 feet of a railroad;
   e. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   f. That part of any other written contract or written agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
   g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by **You** or any of **your Employees**, of any **Automobile**. However, such contract or agreement shall not be considered an **Insured Contract** to the extent that it obligates you or any of **Your Employees** to pay for **Property Damage** to any **Automobile** rented or leased by **You** or any of **Your Employees.**

      An **Insured Contract** does not include that part of any contract or agreement:
      i. That indemnifies any person or organization for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
      ii. That pertains to the loan, lease, or rental of an **Automobile** to **You** or any of **Your Employees**, if the **Automobile** is loaned, leased or rented with a driver; or
      iii. That indemnifies or holds harmless a person or organization engaged in the business of transporting property or persons by **Automobile** for hire harmless for **Your** use of a **Covered Automobile** over a route or territory that person or organization is authorized to serve by public authority.

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Public Entity
Retained Limits Policy

GENERAL LIABILITY COVERAGE PART

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

A. Insuring Agreement

The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first arising out of an **Occurrence** happening during the **Policy Period** in the Coverage Territory for **Bodily Injury, Personal Injury**, **Advertising Injury**, or **Property Damage** taking place during the **Policy Period**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claims Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4. A of the Declarations. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this **Policy;**
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims**.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from each **Occurrence** under this Coverage Part will not exceed the General Liability Coverage Part Each Occurrence Limit of Insurance specified in Item 5. A of the Declarations. This will be true regardless of:
   a. The number of persons and organizations who are **Insureds** under this **Policy**;
   b. The number of **Claims** made against any or all **Insureds**; or
   c. The number of persons or organizations making **Claims**.
2. The **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from all **Claims** under this Coverage Part will not exceed the General Liability Coverage Part Aggregate Limit of Insurance specified in Item 5. A of the Declarations which is the most the **Insurer** will indemnify for **Damages** and **Claim Expenses** under this Coverage Part during the **Policy Period**.
3. **Claim Expenses** will be part of and not in addition to the Aggregate Limit of Insurance stated in Item 5. A of the Declarations, and shall reduce such Aggregate Limit of Insurance. If the Aggregate Limit of Insurance is exhausted by payment of **Damages** and **Claim Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
4. All **Claims** arising out of the same **Occurrence** and all interrelated **Occurrences** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy**

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Period. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

The insurance under this Coverage Part does not apply to:

1. Any **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** for which coverage is provided under any other Coverage Part of this **Policy.**
2. **Bodily Injury** or **Property Damage** either expected or intended from the standpoint of an **Insured**. This exclusion does not apply:
   a. To **Bodily Injury** resulting from the use of reasonable force to protect persons or property; or
   b. To **Law Enforcement Activities,** subject to Exclusion 8 of Common Conditions, Definitions, and Exclusions.
3. **Advertising Injury** or **Personal Injury** caused by or at the direction of an **Insured** if the **Insured** knew or reasonably should have known that the act would violate the rights of another and would inflict **Advertising Injury** or **Personal Injury**.
4. An **Insured**'s obligation to pay by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for **Damages**:
   a. That an **Insured** would have in the absence of the contract or agreement; or
   b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the effective date of the **Insured Contract** and such **Insured Contract** was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period.**
5. **Bodily Injury** to:
   a. An **Employee** of an **Insured** arising out of and in the course of:
      i. Employment by an **Insured**; or
      ii. Performing duties related to the conduct of an **Insured**'s business; or
   b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of a. above.

   This exclusion applies:
   a. Whether an **Insured** may be liable as an employer or in any other capacity; and
   b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   However, this exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract.**
6. Any liability arising out of:
   a. Any **Employment Practices Violation**;
   b. The **Administration** of **Your Employee Benefit Program**;
   c. Any form of discrimination; or
   d. Any violation of civil rights.

   However, this exclusion does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions.

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7. Any **Property Damage** to:

   a. Property owned, occupied or leased by an **Insured** or purchased by an **Insured** under an installment sales contract or property on consignment to an **Insured;**

   b. Property loaned to an **Insured;**

   c. **Personal Property** in the care, custody, or control of an **Insured,** provided however, this sub-paragraph c. does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions;

   d. Premises **You** sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

   e. That particular part of real property on which **You** or any of **Your** contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations, if the **Property Damage** arises out of those operations; or

   f. That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

8. Any **Property Damage** to:

   a. **Your Work** arising out of the work or out of materials, parts or equipment that is furnished with such work;

   b. **Your Product** or arising out of **Your Product** or any part of it; or

   c. **Impaired Property** or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**, or a delay or failure by **You** or anyone acting on **Your** behalf to perform a contract or agreement in accordance with its terms.

   However, this exclusion does not apply to the loss of use or use of property of another arising out of unexpected and unintended physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

9. **Advertising Injury** resulting from:

   a. Failure of performance of contract, but this exclusion does not apply to **Claims** for misappropriation of ideas based upon alleged breach of an implied contract;

   b. Incorrect description of any article or commodity;

   c. Any mistake in advertised price; or

   d. Failure of goods, products or services to conform with advertised quality or performance.

10. **Personal Injury** arising out of:

   a. Oral or written publication of material, if done by or at the direction of an **Insured** with knowledge of its falsity;

   b. Oral or written publication of material whose first publication took place before the beginning of the **Policy Period.**

11. **Bodily Injury** or **Property Damage** arising out of:

   a. The ownership, entrustment, maintenance, operation, use, loading or unloading of **Automobiles**; or while **Automobiles** are being transported; or

   b. The transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured.**

   This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that **Insured.**

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This exclusion does not apply to liability for **Bodily Injury** or **Property Damage** arising from **Automobiles** not owned, leased, rented, or operated by an **Insured.**

12. **Damages** arising out of the loss of, the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

    As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

13. **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

    a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

    b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

    c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

    d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

E. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

1. **Insured Contract** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises rented to **You** or temporarily occupied by **You** with permission of the owner is not an **Insured Contract.**;

    b. A sidetrack agreement;

    c. Any easement or license agreement except in connection with vehicle or pedestrian private railroad crossings at grade;

    d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    e. A mutual aid assistance agreement or contract between political subdivisions;

    f. An elevator maintenance agreement;

    g. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    h. That part of any other written contract or written agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    An **Insured Contract** does not include that part of any contract or agreement:

    i. That indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    ii. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

iii. Under which the **Insured**, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in ii. above and supervisory, inspection, architectural or engineering activities.

2. **Personal Property** means any property other than real property or fixtures.

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Public Entity
Retained Limits Policy

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. PLEASE READ THIS COVERAGE PART AND THE ENTIRE POLICY CAREFULLY.

CLAIM EXPENSES ARE SUBJECT TO A SEPARATE LIMIT. THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES ONCE THE CLAIM EXPENSES LIMIT HAS BEEN EXHAUSTED. AMOUNTS INCURRED FOR DAMAGES AND CLAIM EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNT.

In consideration of the payment of the premium, in reliance upon the **Application,** and subject to the Declarations and the terms and conditions of this **Policy,** the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreement

1. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period,** or if applicable, the **Extended Reporting Period,** for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period.**

2. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period,** or if applicable, the **Extended Reporting Period**, for any **Wrongful Act** taking place on or subsequent to the **Retroactive Date** specified in Item 6 of the Declarations and prior to the end of the **Policy Period** if such **Claim** is brought and maintained by or on behalf of any **Employee(s)** of the **Named Insured.**

3. The **Insurer** will pay on behalf of the **Named Insured** the **Crisis Management Expense** for which the **Named Insured** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund.**

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4.C of the Declarations. This **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk.

Notwithstanding the above, there shall be no **Retained Limit** applicable to **Damages** or **Claim Expenses** and the **Insurer** shall pay such **Damages** or **Claim Expenses** from the first dollar for **Claims** against natural person **Insureds** and for which such **Insureds** are not indemnified by the **Named Insured**, subject to all other terms and conditions of this **Policy,** including the Limit of Insurance.

The **Named Insured** agrees to indemnify the aforementioned **Insured** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith any application for court approval.

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Notwithstanding anything in this section to the contrary, the **Named Insured's** indemnification obligations under this section shall not apply in the event the **Named Insured** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Named Insured**, or because of the **Named Insured** becoming a debtor-in-possession.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** resulting from each **Claim** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Each Claim Limit of Insurance specified in Item 5.C of the Declarations.

2. The **Insurer's** maximum liability for all **Damages** resulting from all **Claims** under this Coverage Part will not exceed the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance specified in Item 5.C of the Declarations, which is the most the **Insurer** will indemnify for **Damages** under this Coverage Part during the **Policy Period**.

3. The **Insurer** shall pay **Claim Expenses** in excess of the applicable **Retained Limit** and up to an aggregate amount equal to the Public Officials & Employment Practices Liability Coverage Part Aggregate Limit of Insurance stated in Item 5.C of the Declarations without reduction of the applicable Limit of Insurance. The total amount of such **Claim Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Insurance, and is not on a per **Claim** basis.

4. Once the **Insurer** has paid the amount set forth in Item 5.C of the Declarations in aggregate **Claim Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claim Expenses** shall reduce the applicable Limit of Insurance.

5. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.

6. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

7. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising for any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this **Policy** regardless of the number of **Crisis Events** reported during the **Policy Period.** The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Insurance set forth in Item 5.C of the Declarations.

D. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

1. **Retroactive Date** means the date specified in Item 6.A of the Declarations for this Coverage Part.

2. **Adverse Publicity** means the publication of unfavorable information regarding the **Named Insured** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Named Insured** to conduct business. Such publication must occur in a report about an **Insured** appearing in:

   a. A daily newspaper of general circulation;

   b. A magazine or other published periodical; or

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c. A radio or television news program.

3. **Crisis Event** means one of the following, except where coverage is otherwise excluded under the Common Conditions, Definitions and Exclusions or any Coverage Part of this **Policy**:

   a. Management Event: The incapacity, death or state or federal criminal indictment of a natural person **Insured** for whom the **Named Insured** has purchased and continues to maintain key individual life insurance;

   b. Funding Cancellation: The cancellation, withdrawal or revocation of $500,000 or more in funding, donations(s), grant(s) or bequest(s) by a non-government entity or person to the **Named Insured**;

   c. Bankruptcy: The disclosure by the **Named Insured** of (**i**) its intention to file or its actual filing for protection under federal bankruptcy laws, or (**ii**) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Named Insured**;

   d. Employment Event: The disclosure by the **Named Insured** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging an **Employment Practices Violation** by the **Named Insured** which has caused or is reasonably likely to cause **Adverse Publicity**; and

   e. Material Event: Any other material event which, in the good faith opinion of the **Named Insured**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.

4. **Crisis Management Expense** means the following expenses incurred by the **Named Insured** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Named Insured** first incurs the subject **Crisis Management Expense**:

   a. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for **Crisis Management Services** provided to the **Named Insured by a Crisis Management Firm**, and

   b. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Named Insured** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Named Insured** or the **Crisis Management Firm**; provided, however, **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.

5. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Named Insured** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.

6. **Crisis Management Fund** means $25,000.

7. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Named Insured** in reducing or minimizing the potential harm to the **Named Insured** caused by the public disclosure of a **Crisis Event**.

The foregoing definitions shall apply equally to the singular and plural form.

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E. Exclusions

Except as limited under Insuring Agreement 3 above, the following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

The **Insurer** shall not be liable for **Damages** or **Claim Expenses** on account of any **Claim**:

1. Alleging, based upon, arising out of or attributable to any:
   a. **Bodily Injury**, other than mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation arising out of an **Employment Practices Violation;**
   b. **Property Damage;**
   c. **Personal Injury,** other than libel, slander or defamation in any form arising out of a **Employment Practices Violation;**
   d. **Advertising Injury**; or
   e. Any allegation relating to the foregoing 1.a, 1.b, 1.c, and 1.d.. that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages, Claim Expenses** or **Claim.**
2. Alleging, based upon, arising out of or attributable to the return of taxes, assessments, penalties, fines, fees, or any award of salary, wages or earnings. However, this exclusion shall not apply to back pay or front pay.
3. Alleging, based upon, arising out of or attributable to strikes, riots or civil commotions.
4. Alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled. However, this exclusion shall not apply to any **Claim** alleging **Employment Practices Violation.**
5. Brought or maintained by, on behalf of, or in the right of any **Insured**. However, with respect to any **Claim** alleging any **Employment Practices Violation**, this exclusion shall only apply to cross-claims or counter-claims brought or maintained by, on behalf of, or in the right of one **Insured** against another **Insured.**
6. Alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Employment Practices Violation.**
7. Alleging, based upon, arising out of or attributable to any actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or any collective bargaining agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
8. Alleging, based upon, arising out of or attributable to procurement, service, construction, architect, or engineer contracts, including but not limited to the **Insured's** intentional interference with such contracts.
9. Alleging, based upon, arising out of or attributable to:
   a. Any prior or pending litigation or administrative or regulatory proceeding filed on or before the effective date of this **Policy** or any similar policy which was issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, for the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or

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b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding would constitute **Interrelated Wrongful Acts**.

10. Alleging, based upon, arising out of, or attributable to:

    a. Any **Wrongful Act,** fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or

    b. Any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.

11. Alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued to the **Named Insured** by the **Insurer** or any affiliate thereof and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

12. Alleging, based upon, arising out of or attributable to the validity, infringement, violation or misappropriation of any trade secret, copyright, patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan or service name or other intellectual property.

13. Alleging, based upon, arising out of or attributable to any violation of (i) the Employee Retirement Income Security Act of 1974; by (ii) any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (iii) the Fair Labor Standards Act (except the Equal Pay Act), (iv) the National Labor Relations Act, (v) the Worker Adjustment and Retraining Notification Act, (vi) the Consolidated Omnibus Budget Reconciliation Act, (vii) the Occupational Safety and Health Act; or any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however, this exclusion shall not apply to that part of a **Claim** for **Retaliation.**

    Further, this exclusion shall not apply to any actual or alleged failure to execute required actions or mistaken actions committed in the **Administration** of **Your Employee Benefit Program**.

14. Alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

15. Alleging, based upon, arising out of or attributable to any **Wrongful Act** for which coverage is afforded under any other Coverage Part of this **Policy.**

F. Extended Reporting Period

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or non-renewal, the **Named Insured** shall have the right to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

1. Automatic **Extended Reporting Period**

   The **Named Insured** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or non-renewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Named Insured.**

2. Optional **Extended Reporting Period**

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The **Named Insured** shall have the right, upon payment of the additional premium set forth in Item 7.A of the Declarations, to a continuation of the coverage granted by this **Policy** for an Optional **Extended Reporting Period** set forth in Item 7.B of the Declarations following the effective date of such termination or non-renewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or non-renewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or non-renewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period.**

3. The **Insurer** shall give the **Named Insured** notice of the premium due for the Optional **Extended Reporting Period** as soon as practicable following the date the **Named Insured** gives such notice of such election, and such premium shall be paid by the **Named Insured** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The Optional **Extended Reporting Period** is not cancelable and the entire premium for the Optional **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
4. The Automatic and Optional **Extended Reporting Periods** shall be part of and not in addition to the Limit of Insurance for the immediately preceding **Policy Period**. The purchase of the Optional **Extended Reporting Period** shall not increase or reinstate the Limits of Insurance, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Periods** combined.
5. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a non-renewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Periods.**

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LIMITED SEXUAL ABUSE COVERAGE PART

THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS. PLEASE READ THIS COVERAGE PART AND THE ENTIRE POLICY CAREFULLY. THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIM EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNT.

I. The insurance provided by this Coverage Part modifies the following terms of the Common Conditions, Definitions and Exclusions section of the **Policy**:

A. Exclusion 10 of Section C; and
B. Condition 8 of Section A to apply to any **Sexual Abuse Act.**

II. **Limited Sexual Abuse Coverage**

SCHEDULE

Limits of Insurance

Each Sexual Abuse Act Limit	$
Aggregate Limit	$
Retained Limit	$

Retroactive Date

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Limits of Insurance listed in the Schedule of this Coverage Part and the terms and conditions of this **Policy,** the **Insured** and the **Insurer** agree as follows:

A. Insuring Agreement

The **Insurer** will indemnify the **Named Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Named Insured** becomes legally obligated to pay because of a **Claim** first made against the **Insured** and reported to the **Insurer** during the **Policy Period**, or if applicable, the Extended Reporting Period, for any **Sexual Abuse Act** taking place on or subsequent to the Retroactive Date shown in the Schedule above and prior to the end of the **Policy Period.**

This insurance provided by this Coverage Part applies only if a **Claim** is first made against any **Insured** during the **Policy Period;** and, at or prior to the effective date of this **Policy,** no **Insured** had (a) actual knowledge of the **Sexual Abuse** giving rise to the **Claim** or (b) reasonably should have known of such **Sexual Abuse**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claim Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in the Schedule above. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk.

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C. Limits of Insurance

1. The Aggregate Limit of Insurance is the most **We** will pay for the sum of all covered **Damages** and **Claim Expenses** under this Coverage Part. The Aggregate Limit of Insurance is included in, and is not in addition to, the General Liability Coverage Part Aggregate Limit. If the Aggregate Limit of Insurance is exhausted by payment of **Damages** and **Claim Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insured**, without consideration of other future payment obligations.

2. **Claim Expenses** will be part of and not in addition to the Aggregate Limit of Insurance stated in the Schedule above and shall reduce such Aggregate Limit of Insurance.

3. The Each Sexual Abuse Act Limit of Insurance is the most **We** will pay for the sum of all **Damages** and **Claim Expenses** arising out of any one **Sexual Abuse Act** including **Interrelated Sexual Abuse Acts.**

4. All **Claims** arising out of the same **Sexual Abuse Act** including all **Interrelated Sexual Abuse Acts** of the **Insured** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claim Expenses** from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

The insurance under this Coverage Part does not apply to:

1. Any **Claim** alleging, based upon, arising out of or attributable to:

   a. Any **Bodily Injury, Property Damage**, **Personal Injury, Advertising Injury** or **Wrongful Act** for which coverage is provided under any other Coverage Part of this **Policy.**

   b. Any **Sexual Abuse** of a person if the first incident of **Sexual Abuse** of that person by the same, or allegedly the same, individual or individuals occurred prior to the Retroactive date shown in the Schedule.

   c. Any **Sexual Abuse** which took place prior to the Retroactive Date shown in the Schedule above or after the expiration of the **Policy Period.**

   d. Any **Sexual Abuse** by a person committed after the Retroactive Date shown in the Schedule above and before the end of the Policy Period if such person actually or allegedly committed or attempted **Sexual Abuse** of any person or group of persons prior to the **Policy Period**.

2. Any **Damages** or **Claim Expenses** for any **Insured** who is alleged to have personally participated in committing any **Sexual Abuse** or for any **Insured** who is alleged to have remained passive after having personal knowledge, or under circumstances in which the **Insured** should reasonably have known, of any **Sexual Abuse**.

E. Definitions

For purposes of this Coverage Part, the following definitions apply and are in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

Sexual Abuse Act:

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A. Means:
   1. The actual or alleged negligent or reckless hiring, employment, supervision, or retention of an individual whose conduct results in a **Sexual Abuse**; or
   2. The actual or alleged negligent investigation of an allegation of **Sexual Abuse** by an individual; or
   3. The actual or alleged reporting to the proper authorities or failure to so report an individual whose conduct results in a **Sexual Abuse**;

   Provided any **Insured** is or ever was legally responsible for such individual; and

B. Includes **Interrelated Sexual Abuse Acts**.

   For purposes of this Coverage Part, **Interrelated Sexual Abuse Acts** means all **Sexual Abuse Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes, regardless of:

   1. The number of persons with injuries resulting from **Sexual Abuse**;
   2. The number of locations where the **Sexual Abuse** occurred;
   3. The number of acts of **Sexual Abuse** prior to or after the first **Claim** is made; or
   4. The period of time over which the **Sexual Abuse** took place, whether the **Sexual Abuse** is during, before or after the **Policy Period**. However, only acts of **Sexual Abuse** that first take place after the Retroactive Date shown in the Schedule above and before cancellation or non-renewal of this Coverage Part are covered.

F. Extended Reporting Period

1. **We** will automatically provide an **Extended Reporting Period** as described in paragraphs 2. and 3. below if:

   a. This endorsement is cancelled or not renewed; or
   b. **We** renew or replace this Coverage Part with insurance that:
      (1) Has a Retroactive Date later than the date shown on this Coverage Part; or
      (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.

2. The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided. It applies only to **Claims** for **Sexual Abuse Acts** that occur before the end of the **Policy Period** but not before the Retroactive Date shown on this Coverage Part.

   Once in effect, the **Extended Reporting Period** may not be cancelled.

3. The **Extended Reporting Period** is automatically provided without additional charge. This period starts with the end of the **Policy Period** and lasts for one year.

   The **Extended Reporting Period** does not apply to **Claims** that are covered under any subsequent insurance **You** purchase, or that would be covered but for the exhaustion of insurance applicable to such **Claims**.

4. The **Extended Reporting Period** does not reinstate or increase the Limits of Insurance.

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SEWAGE BACKUP ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PUBLIC ENTITY RETAINED LIMITS POLICY

SCHEDULE – Limits of Insurance

Sewage Each Occurrence Limit: $
Sewage Aggregate Limit: $

A. Exclusions 12 and 15 of Section C, Common Conditions, Exclusions and Definitions do not apply to **Property Damage** to a building or its contents arising out of:

1. The reverse flow of **Sewage** originating from within any facility, sewers or piping **You** own, operate or maintain; or

2. The release or escape of **Sewage** from sewers or piping **You** own, operate or maintain, if such release or escape is:
   a. Not on the premises **You** own, rent, occupy or control; and
   b. The release or escape begins and ends within 72 hours.

B. Subject to the Aggregate Limit shown in the Schedule above, the Each Occurrence Limit shown in the Schedule above is the most **We** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the General Liability **Retained Limit** shown in the Declarations for **Property Damage** to a building or its contents covered by this endorsement.

C. The Aggregate Limit for this endorsement is included in, and is not in addition to, the General Liability Aggregate Limit.

D. The following Definition is added:

Sewage means the refuse liquids and waste matter carried off by sewers.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Agent

SAMPLE

EXCLUSION – HEAD TRAUMA INJURY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CHUBB ADVANTAGE PUBLIC ENTITY RETAIN LIMITS POLICY
CHUBB ADVANTAGE SCHOLASTIC ENTITY RETAIN LIMITS POLICY

The following is added to **Section C. Exclusions** of the Common Conditions, Definitions and Exclusions;

This insurance does not apply to any injury, **Accident ,Damage, Claim, Claim Expenses**, liability or legal obligation arising from, directly or indirectly caused by, or in any way related to any **participant** in any **sporting event** that arises from, is directly or indirectly caused by, in whole or in part, or is in any way related to a **head trauma.**

This exclusion applies even if the **Claim** and/or allegations against any insured arise from, are directly or indirectly caused by, or in any way relate to the actual or alleged negligence or other wrongdoing in connection with:

1) making decisions regarding a **participant** playing, returning to play, participating, competing, coaching or officiating in, or trying out or training for any one or more **sporting events**;
2) supervising, hiring, employing, training or monitoring others;
3) providing for or ensuring the safety or health of any **participant;**
4) providing a safe environment for any **participant;**
5) educating or warning anyone about the risks of participating in, practicing, training or trying out for any one or more **sporting events**;
6) providing medical care, diagnosis, treatment or advice;
7) establishing, promulgating, communicating, distributing, implementing or enforcing rules, regulations, protocols, policies, guidelines or procedures related to a **participant's** health or safety; or
8) failing to do any of 1) through 7) above.

The following definitions apply in the addition to the definitions found in the Common, Conditions, Definitions and Exclusions section of this **Policy**:

Head trauma means any direct or indirect impact, force, hits, or blows of any kind to, or transmitted to, the head, brain, neck or face.

Participant means any player, cheerleader, or any other person playing or competing in, trying out for, training or practicing for, or otherwise involved in any type of **sporting event. Participant** does not include any individual traveling to or from a **sporting event**.

Sporting event or sporting events means any and all forms of a sporting or athletic event, activity, tournament, competition, contest, game, or exhibition, whether casual or organized, amateur or professional, non-profit or for-profit, and any practice or tryout for any of the above.

All other terms and conditions of this **Policy** remain unchanged.

SAMPLE

EXCLUSION – VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB ADVANTAGE℠ PUBLIC ENTITY RETAINED LIMITS POLICY
COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS

The **Policy** is amended at section C. Exclusions by adding the following exclusion:

The insurance under any Coverage Part in this **Policy** does not apply to any liability, loss, damage, injury, cost, or expense of any nature whatsoever caused by, or arising out of, related to, or resulting from, directly or indirectly, in whole or in part:

a. Any pathogen, virus, bacteria or other microorganism; or

b. Any action or inaction of the **Insured** or any action or order of a governmental representative, authority or agency undertaken to control, prevent, suppress, mitigate, test for, monitor, treat or remediate the actual, suspected, or anticipated presence, existence or transmission of any pathogen, virus, bacteria or other microorganism;

that actually or allegedly induces or is capable of inducing physical distress, illness or disease.

The addition of this exclusion does not imply that other policy provisions do not also exclude coverage for liability, loss, damage, injury, cost, or expense caused by, or arising out of, related to, or resulting from any pathogen, virus, bacteria or other microorganism.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SAMPLE

EXCLUSIONS – PROTECTED INFORMATION RISK AND CYBER LIABILITY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

This **Policy** is amended as follows:

1. Section C. Exclusions of the **Common Conditions, Definitions and Exclusions** is amended to add the following:

   The insurance under any Coverage Part in this **Policy** does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to:

   - **Protected Information** Risk

     a. The modification, corruption, loss, destruction, theft, collection, use, illegitimate or unauthorized access, handling, or unlawful or unauthorized processing or disclosure, of **Protected Information**;

     b. The inability to access such **Protected Information**; or

     c. The loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains such **Protected Information**,

     including but not limited to where any of the foregoing actually or allegedly occurs as a result of: (a) any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages for electricity, gas, water, or Internet access service, website, telecommunications, or other infrastructure provided by any party; or (b) any seizure, confiscation, encryption, or similar action, by any governmental authority, foreign enemy, military or usurped power.

   - Cyber

     Any cyber security or cyber liability incident, including but not limited to the following:

     a. The unauthorized access (including access by a **Malicious Cyber Act**) to any **Computer System**;

     b. The presence, enactment, introduction or spread of a **Malicious Cyber Act**;

     c. Violation of any **Privacy or Cyber Laws**;

     d. The unauthorized or malicious use of any **Computer System**;

     e. The intentional shutdown as a preventative measure of any **Computer System**;

     f. Any interruption in service due to a **Non-Malicious Cyber Act** on any **Computer System**;

     g. The malicious interference with (including, but not limited to, a distributed denial of service attack against) any **Computer System**; or

     h. The threat to damage, destroy, corrupt, alter, delete, or otherwise preclude or hinder the use of any **Computer System**.

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2. For the purposes of this endorsement, the following definitions apply:

- **Biometric material or information:**

  a. means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity;

  b. includes any identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

- **Computer System** means any computer hardware, software, firmware, electronic device, electronic data storage device, mobile phones, tablets or any other similar device, electronic data backup facility, networking device, Industrial Control System, or any components thereof, or any associated input and output devices, network storage equipment, or storage area network, including but not limited to those that have the capability to be linked together through the Internet or internal network or that are connected through data storage or other devices.

- **Malicious Cyber Act** means any malicious act committed against a **Computer System**, or malicious access to or hacking of a **Computer System**, for the purpose of creating, deleting, taking, collecting, altering, deleting, encrypting, or destroying **Protected Information** or services. **Malicious Cyber Act** includes the introduction of any malware, programs, files, or instructions of a malicious nature which may disrupt, harm, impede access to, including a dedicated denial of service attack, or in any other way corrupt a **Computer System, Protected Information** or software within, including but not limited to malicious code, ransomware, cryptoware, virus, trojans, worms, and logic or time bombs.

- **Non-Malicious Cyber Act** means:

  a. Human error, including but not limited to an operating error or omission, including but not limited to the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an **Employee** or a third-party providing services;

  b. Programming error, including but not limited to error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations or an incorrect result; or

  c. Power failure, surge or diminution of an electrical system controlled by an **Insured.**

- **Privacy or Cyber Laws** means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

- **Protected Information** means the following, in any format:

  a) a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, **biometric material or information**, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws;** or

  b) any other third party confidential or proprietary information:

     1. that is not available to or known by the general public; or

     2. which an **Insured** is legally responsible to maintain in confidence.

All other terms and conditions this **Policy** remain unchanged.

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<ENDSIG>

Authorized Representative

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PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

The policy is amended as follows:

A. Section B. Definitions is amended to add the following:

- **Perfluoroalkyl or Polyfluoroalkyl Substances** means any:

  1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

     a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

     b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

     c. Perfluoropolyethers (PFPE);

     d. Fluorotelomer-based substances; or

     e. Side-chain fluorinated polymers; or

  2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1.

B. Section C. Exclusions is amended to add the following:

- **Perfluoroalkyl or Polyfluoroalkyl Substances**

  This insurance does not apply to:

  1. **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any **Perfluoroalkyl or Polyfluoroalkyl Substances.**

  2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **Perfluoroalkyl or Polyfluoroalkyl Substances**, by any **Insured** or by any other person or entity.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for the subject of this endorsement.

All other terms and conditions remain unchanged.

_____

Authorized Representative

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Public Entity
Retained Limits Policy

GENERAL LIABILITY COVERAGE PART

THE LIMITS OF INSURANCE AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETAINED LIMIT AMOUNTS.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

A. Insuring Agreement

The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** in excess of the **Retained Limit** for which the **Insured** becomes legally obligated to pay because of a **Claim** first arising out of an **Occurrence** happening during the **Policy Period** in the Coverage Territory for **Bodily Injury, Personal Injury**, **Advertising Injury**, or **Property Damage** taking place during the **Policy Period**.

No other obligation to pay any additional sums, perform acts or provide services is covered.

B. Retained Limit

The **Insurer's** liability under this **Policy** applies only to **Damages** and **Claims Expenses** which are in excess of the **Retained Limit** applicable to this Coverage Part and specified in Item 4. A of the Declarations. The **Retained Limit** must be borne by the **Insured** as an uninsured amount and at its own risk. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this **Policy**;
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims**.

C. Limits of Insurance

1. Subject to subsection 2 below, the **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from each **Occurrence** under this Coverage Part will not exceed the General Liability Coverage Part Each Occurrence Limit of Insurance specified in Item 5. A of the Declarations. This will be true regardless of:
   a. The number of persons and organizations who are **Insureds** under this **Policy**;
   b. The number of **Claims** made against any or all **Insureds**; or
   c. The number of persons or organizations making **Claims**.
2. The **Insurer's** maximum liability for all **Damages** and **Claim Expenses** resulting from all **Claims** under this Coverage Part will not exceed the General Liability Coverage Part Aggregate Limit of Insurance specified in Item 5. A of the Declarations which is the most the **Insurer** will indemnify for **Damages** and **Claim Expenses** under this Coverage Part during the **Policy Period**.
3. **Claim Expenses** will be part of and not in addition to the Aggregate Limit of Insurance stated in Item 5. A of the Declarations, and shall reduce such Aggregate Limit of Insurance. If the Aggregate Limit of Insurance is exhausted by payment of **Damages** and **Claim Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. The **Insurer** will indemnify the **Insured** for **Damages** and **Claim Expenses** only as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
4. All **Claims** arising out of the same **Occurrence** and all interrelated **Occurrences** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to first occur on the date the earliest of such **Claims** first occurs, regardless of whether such date is before or during the **Policy**

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Period. All **Damages** and all **Claim Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claim Expense.**

D. Exclusions

The following exclusions apply to this Coverage Part in addition to the exclusions in the Common Conditions, Definitions and Exclusions section of this **Policy**.

The insurance under this Coverage Part does not apply to:

1. Any **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** for which coverage is provided under any other Coverage Part of this **Policy.**
2. **Bodily Injury** or **Property Damage** either expected or intended from the standpoint of an **Insured**. This exclusion does not apply:
   a. To **Bodily Injury** resulting from the use of reasonable force to protect persons or property; or
   b. To **Law Enforcement Activities,** subject to Exclusion 8 of Common Conditions, Definitions, and Exclusions.
3. **Advertising Injury** or **Personal Injury** caused by or at the direction of an **Insured** if the **Insured** knew or reasonably should have known that the act would violate the rights of another and would inflict **Advertising Injury** or **Personal Injury**.
4. An **Insured**'s obligation to pay by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for **Damages**:
   a. That an **Insured** would have in the absence of the contract or agreement; or
   b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the effective date of the **Insured Contract** and such **Insured Contract** was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period.**
5. **Bodily Injury** to:
   a. An **Employee** of an **Insured** arising out of and in the course of:
      i. Employment by an **Insured**; or
      ii. Performing duties related to the conduct of an **Insured**'s business; or
   b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of a. above.

   This exclusion applies:
   a. Whether an **Insured** may be liable as an employer or in any other capacity; and
   b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   However, this exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract.**
6. Any liability arising out of:
   a. Any **Employment Practices Violation**;
   b. The **Administration** of **Your Employee Benefit Program**;
   c. Any form of discrimination; or
   d. Any violation of civil rights.

   However, this exclusion does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions.

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7. Any **Property Damage** to:

   a. Property owned, occupied or leased by an **Insured** or purchased by an **Insured** under an installment sales contract or property on consignment to an **Insured;**

   b. Property loaned to an **Insured;**

   c. **Personal Property** in the care, custody, or control of an **Insured,** provided however, this sub-paragraph c. does not apply to **Law Enforcement Activities**, subject to Exclusion 8 of Common Conditions, Definitions and Exclusions;

   d. Premises **You** sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

   e. That particular part of real property on which **You** or any of **Your** contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations, if the **Property Damage** arises out of those operations; or

   f. That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

8. Any **Property Damage** to:

   a. **Your Work** arising out of the work or out of materials, parts or equipment that is furnished with such work;

   b. **Your Product** or arising out of **Your Product** or any part of it; or

   c. **Impaired Property** or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**, or a delay or failure by **You** or anyone acting on **Your** behalf to perform a contract or agreement in accordance with its terms.

   However, this exclusion does not apply to the loss of use or use of property of another arising out of unexpected and unintended physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

9. **Advertising Injury** resulting from:

   a. Failure of performance of contract, but this exclusion does not apply to **Claims** for misappropriation of ideas based upon alleged breach of an implied contract;

   b. Incorrect description of any article or commodity;

   c. Any mistake in advertised price; or

   d. Failure of goods, products or services to conform with advertised quality or performance.

10. **Personal Injury** arising out of:

   a. Oral or written publication of material, if done by or at the direction of an **Insured** with knowledge of its falsity;

   b. Oral or written publication of material whose first publication took place before the beginning of the **Policy Period.**

11. **Bodily Injury** or **Property Damage** arising out of:

   a. The ownership, entrustment, maintenance, operation, use, loading or unloading of **Automobiles**; or while **Automobiles** are being transported; or

   b. The transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured.**

   This exclusion applies even if the **Claims** against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that **Insured.**

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This exclusion does not apply to liability for **Bodily Injury** or **Property Damage** arising from **Automobiles** not owned, leased, rented, or operated by an **Insured.**

12. **Damages** arising out of the loss of, the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

    As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

13. **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

    a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

    b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

    c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

    d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

E. Definitions

The following definitions apply to this Coverage Part in addition to the definitions in the Common Conditions, Definitions and Exclusions section of this **Policy.**

1. **Insured Contract** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises rented to **You** or temporarily occupied by **You** with permission of the owner is not an **Insured Contract.**;

    b. A sidetrack agreement;

    c. Any easement or license agreement except in connection with vehicle or pedestrian private railroad crossings at grade;

    d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    e. A mutual aid assistance agreement or contract between political subdivisions;

    f. An elevator maintenance agreement;

    g. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    h. That part of any other written contract or written agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    An **Insured Contract** does not include that part of any contract or agreement:

    i. That indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    ii. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

iii. Under which the **Insured**, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in ii. above and supervisory, inspection, architectural or engineering activities.

2. **Personal Property** means any property other than real property or fixtures.

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Item 4. **Retained Limit**:

A. General Liability Coverage Part	Each **Occurrence**	$ _____
B. Automobile Liability Coverage Part	Each **Accident**	$ _____
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ _____
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	$ _____

The applicable Retained Limit is shown in the individual Coverage Part if not listed above.

Item 5. **Limits of Insurance**:

A. General Liability Coverage Part	Each **Occurrence**	$ _____
General Liability Coverage Part Aggregate	Aggregate	$ _____
B. Automobile Liability Coverage Part	Each **Accident**	$ _____
C. Public Officials & Employment Practices Liability Coverage Part	Each **Claim**	$ _____
Public Officials & Employment Practices Liability Coverage Part	Aggregate	$ _____
D. Miscellaneous Professional Liability Coverage Part	Each **Claim**	$ _____
Miscellaneous Professional Liability Coverage Part	Aggregate	$ _____

The applicable Limits of Insurance are shown in the individual Coverage Part if not listed above.

Item 6. **Retroactive Date**: (Enter Date or enter "None" if no Retroactive Date Applies)

A. Public Officials & Employment Practices Liability Coverage Part _____

B. Miscellaneous Professional Liability Coverage Part _____

The applicable Retroactive Date is shown in the individual Coverage Part if not listed above.

Item 7. **Optional Extended Reporting Period**:

A. Public Officials & Employment Practices Liability Coverage Part
Additional Premium: _____**%** of Annual Premium
Additional Period: _____

B. Miscellaneous Professional Liability Coverage Part
Additional Premium: _____**%** of Annual Premium
Additional Period: _____

Terms of the applicable Optional Extended Reporting Period are shown in the individual Coverage Part if not listed above.

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EXCLUSION – VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB ADVANTAGE℠ PUBLIC ENTITY RETAINED LIMITS POLICY
COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS

The **Policy** is amended at section C. Exclusions by adding the following exclusion:

The insurance under any Coverage Part in this **Policy** does not apply to any liability, loss, damage, injury, cost, or expense of any nature whatsoever caused by, or arising out of, related to, or resulting from, directly or indirectly, in whole or in part:

a. Any pathogen, virus, bacteria or other microorganism; or

b. Any action or inaction of the **Insured** or any action or order of a governmental representative, authority or agency undertaken to control, prevent, suppress, mitigate, test for, monitor, treat or remediate the actual, suspected, or anticipated presence, existence or transmission of any pathogen, virus, bacteria or other microorganism;

that actually or allegedly induces or is capable of inducing physical distress, illness or disease.

The addition of this exclusion does not imply that other policy provisions do not also exclude coverage for liability, loss, damage, injury, cost, or expense caused by, or arising out of, related to, or resulting from any pathogen, virus, bacteria or other microorganism.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SAMPLE

EXCLUSIONS – PROTECTED INFORMATION RISK AND CYBER LIABILITY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

This **Policy** is amended as follows:

1. Section C. Exclusions of the **Common Conditions, Definitions and Exclusions** is amended to add the following:

   The insurance under any Coverage Part in this **Policy** does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to:

   - **Protected Information** Risk

     a. The modification, corruption, loss, destruction, theft, collection, use, illegitimate or unauthorized access, handling, or unlawful or unauthorized processing or disclosure, of **Protected Information**;

     b. The inability to access such **Protected Information**; or

     c. The loss, destruction or theft of any computer, electronic device, hardware or component thereof which contains such **Protected Information**,

     including but not limited to where any of the foregoing actually or allegedly occurs as a result of: (a) any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages for electricity, gas, water, or Internet access service, website, telecommunications, or other infrastructure provided by any party; or (b) any seizure, confiscation, encryption, or similar action, by any governmental authority, foreign enemy, military or usurped power.

   - Cyber

     Any cyber security or cyber liability incident, including but not limited to the following:

     a. The unauthorized access (including access by a **Malicious Cyber Act**) to any **Computer System**;

     b. The presence, enactment, introduction or spread of a **Malicious Cyber Act**;

     c. Violation of any **Privacy or Cyber Laws**;

     d. The unauthorized or malicious use of any **Computer System**;

     e. The intentional shutdown as a preventative measure of any **Computer System**;

     f. Any interruption in service due to a **Non-Malicious Cyber Act** on any **Computer System**;

     g. The malicious interference with (including, but not limited to, a distributed denial of service attack against) any **Computer System**; or

     h. The threat to damage, destroy, corrupt, alter, delete, or otherwise preclude or hinder the use of any **Computer System**.

SAMPLE

2. For the purposes of this endorsement, the following definitions apply:

- **Biometric material or information:**

  a. means any information, anatomical scan, biological measurements, chemical measurements, chemical composition, physical or behavioral characteristic or pattern, or any other data, used to identify or authenticate an individual person or household identity;

  b. includes any identifiers such as a retina or iris scan, fingerprint, voiceprint, hand or face geometry, or any other anatomical, biological, chemical, physical or behavioral information, algorithm or measurement.

- **Computer System** means any computer hardware, software, firmware, electronic device, electronic data storage device, mobile phones, tablets or any other similar device, electronic data backup facility, networking device, Industrial Control System, or any components thereof, or any associated input and output devices, network storage equipment, or storage area network, including but not limited to those that have the capability to be linked together through the Internet or internal network or that are connected through data storage or other devices.

- **Malicious Cyber Act** means any malicious act committed against a **Computer System**, or malicious access to or hacking of a **Computer System**, for the purpose of creating, deleting, taking, collecting, altering, deleting, encrypting, or destroying **Protected Information** or services. **Malicious Cyber Act** includes the introduction of any malware, programs, files, or instructions of a malicious nature which may disrupt, harm, impede access to, including a dedicated denial of service attack, or in any other way corrupt a **Computer System, Protected Information** or software within, including but not limited to malicious code, ransomware, cryptoware, virus, trojans, worms, and logic or time bombs.

- **Non-Malicious Cyber Act** means:

  a. Human error, including but not limited to an operating error or omission, including but not limited to the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an **Employee** or a third-party providing services;

  b. Programming error, including but not limited to error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations or an incorrect result; or

  c. Power failure, surge or diminution of an electrical system controlled by an **Insured.**

- **Privacy or Cyber Laws** means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

- **Protected Information** means the following, in any format:

  a) a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, **biometric material or information**, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws;** or

  b) any other third party confidential or proprietary information:

     1. that is not available to or known by the general public; or

     2. which an **Insured** is legally responsible to maintain in confidence.

All other terms and conditions this **Policy** remain unchanged.

SAMPLE

<ENDSIG>

Authorized Representative

SAMPLE

PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY RETAINED LIMITS POLICY

The policy is amended as follows:

A. Section B. Definitions is amended to add the following:

- **Perfluoroalkyl or Polyfluoroalkyl Substances** means any:

  1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

     a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

     b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

     c. Perfluoropolyethers (PFPE);

     d. Fluorotelomer-based substances; or

     e. Side-chain fluorinated polymers; or

  2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1.

B. Section C. Exclusions is amended to add the following:

- **Perfluoroalkyl or Polyfluoroalkyl Substances**

  This insurance does not apply to:

  1. **Bodily Injury**, **Property Damage**, **Personal Injury** or **Advertising Injury** which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any **Perfluoroalkyl or Polyfluoroalkyl Substances.**

  2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **Perfluoroalkyl or Polyfluoroalkyl Substances**, by any **Insured** or by any other person or entity.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for the subject of this endorsement.

All other terms and conditions remain unchanged.

_____

Authorized Representative

SAMPLE

Crime

PO Box 2950
Hartford, CT 06104-2950

September 28, 2021

CITY OF ORMOND BEACH
P.O. Box 277
ORMOND BEACH, FL 32175-0277

Re: Important Information about **Claims Information Line**

Dear CITY OF ORMOND BEACH

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

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TRAVELERS

P.O. Box 2950
Hartford, CT 06104-2950

09/28/2021

CITY OF ORMOND BEACH

P.O. Box 277
ORMOND BEACH, FL 32175-0277

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write or call:

Travelers, Agency Compensation
P.O. Box 2950
Hartford, Connecticut 06104-2950

(866) 904.8348

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This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Florida Insurer Contact Information Notice

For information about this policy, contact the insurance agent or broker listed in the policy. If additional information is needed, contact Travelers at the following address:

Travelers
P.O. Box 2950
Hartford, Connecticut 06104-2950

Or call Travelers at 800.328.2189

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Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

ITEM 1	**NAMED INSURED:** **CITY OF ORMOND BEACH** D/B/A: Principal Address: **P.O. Box 277** **ORMOND BEACH, FL 32175-0277**
ITEM 2	**POLICY PERIOD:** Inception Date: **October 1, 2021** Expiration Date: **October 1, 2024** 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	**ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:** **Email: BSIclaims@travelers.com** **Fax: 1-888-460-6622** **Mail: Travelers Bond & Specialty Insurance Claim** **P.O. Box 2989** **Hartford, CT 06104-2989** **Overnight Mail: Travelers Bond & Specialty Insurance Claim** **One Tower Square, S202A** **Hartford, CT 06183** **For questions related to claim reporting or handling, please call 1-800-842-8496.**
ITEM 4	**COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:** Crime

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ITEM 5

CRIME		
Insuring Agreement	**Single Loss Limit of Insurance**	**Single Loss Retention**
A. Fidelity		
1. Employee Theft	**See Endorsement**	
2. ERISA Fidelity	**Not Covered**	
3. Employee Theft of Client Property	**Not Covered**	
B. Forgery or Alteration	**$500,000**	**$10,000**
C. On Premises	**Not Covered**	
D. In Transit	**Not Covered**	
E. Money Orders and Counterfeit Money	**Not Covered**	
F. Computer Crime		
1. Computer Fraud	**$500,000**	**$10,000**
2. Computer Program and Electronic Data Restoration Expense	**Not Covered**	
G. Funds Transfer Fraud	**$500,000**	**$10,000**
H. Personal Accounts Protection		
1. Personal Accounts Forgery or Alteration	**Not Covered**	
2. Identity Fraud Expense Reimbursement	**Not Covered**	
I. Claim Expense	**$5,000**	**$0**

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ITEM 5. (Cont'd)	If "*Not Covered"* is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**. **Policy Aggregate Limit of Insurance:** ☐ Applicable ☒ Not Applicable If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: **Not Applicable** If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance. **Cancellation of Prior Insurance:** By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers **Not Applicable,** such cancellation to be effective at the time this **Crime Policy** becomes effective. **INSURED'S PREMISES COVERED:** All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: **Not Applicable**
ITEM 6	**PREMIUM FOR THE POLICY PERIOD:** **$9,675.00** Policy Premium **$3,225.00** Annual Installment Premium
ITEM 7	**FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:** **ACF-7006-0511; CRI-4031-0109; CRI-3001-0109; CRI-7125-0109; CRI-7126-0109; CRI-19072-0315; CRI-19101-1117; CRI-19115-0519; CRI-19085-0919; CRI-4029-0210; CRI-5010-0613; CRI-19097-0517**

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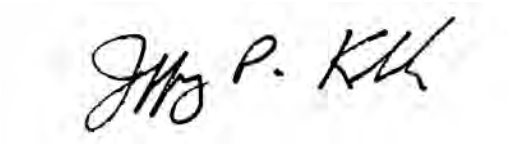
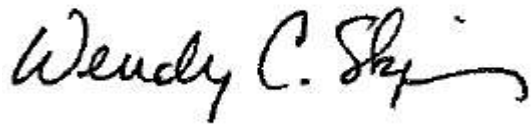
THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

_____
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President



Corporate Secretary

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT

This endorsement changes the following:
Government Entity Crime

It is agreed that:

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105848470**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TABLE OF CONTENTS
FLORIDA

This endorsement modifies the following:

Crime

I. INSURING AGREEMENTS	*1*
II. GENERAL AGREEMENTS	*5*
III. DEFINITIONS	*6*
I V . E X C L U S I O N S	*1 4*
V . C O N D I T I O N S	*1 6*

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105848470**

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CRIME TERMS AND CONDITIONS

PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

I. INSURING AGREEMENTS

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered,*" then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

A. FIDELITY

1. Employee Theft

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

B. FORGERY OR ALTERATION

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

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a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or

b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and

2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;

2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;

3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
   a. directly caused by an actual or attempted **Robbery**; or
   b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and

4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or

5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

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a. **a Messenger**, including while temporarily within the living quarters of a **Messenger**; or

b. an armored motor vehicle company.

2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:

a. **a Messenger**; or

b. an armored motor vehicle company.

3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money**, **Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

E. MONEY ORDERS AND COUNTERFEIT MONEY

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or

2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

F. COMPUTER CRIME

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

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Insured's Computer Program or **Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program** or **Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

a. only to **Computer Programs** and **Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and

b. only if the **Insured** is unable to reproduce such **Computer Programs** or **Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs** or **Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

H. PERSONAL ACCOUNTS PROTECTION

1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

a. drawn upon personal accounts of the **Insured's Management Staff Membe**r, or purported to have been so drawn; or

b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.

2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

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I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;

2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and

3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

II. GENERAL AGREEMENTS

A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.

2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.

3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.

4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.

5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.

6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

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C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

III. DEFINITIONS

Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

A. ***Change of Control*** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

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B. ***Claim Expenses*** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.

C. ***Client*** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.

D. ***Client's Premises*** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.

E. ***Computer Fraud*** means:

The use of any computer to fraudulently cause a transfer of **Money**, **Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:

1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
2. to a place outside the **Premises** or **Financial Institution Premises**.

F. ***Computer Program*** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.

G. ***Computer System*** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.

H. ***Computer Violation*** means:

1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.

I. ***Computer Virus*** means a set of unauthorized instructions, programmatic or otherwise:

1. directed solely against the **Insured**; and
2. that propagate themselves through the **Computer System** or networks;

provided such instructions were maliciously introduced by a natural person.

J. ***Counterfeit*** means an imitation of **Money** that is intended to deceive and to be taken as genuine.

K. ***Covered Instruments*** means:

1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.

L. ***Covered Personal Instruments*** means:

1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

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2. written instruments required in conjunction with any transaction involving any **Credit**, **Debit or Charge Card** issued to a **Management Staff Member** for personal use.

M. ***Credit, Debit or Charge Card*** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.

N. ***Crime Policy*** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.

O. ***Digital Signature*** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

P. ***Discover, Discovered,*** or ***Discovery*** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:

1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,

whichever occurs first.

Q. ***Electronic Data*** means facts or information converted to a form:

1. usable in a **Computer System**;
2. that does not provide instructions or directions to a **Computer System**; or
3. that is stored on electronic processing media for use by a **Computer Program**.

R. ***Electronic Signature*** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.

S. ***Employee*** means:

1. any natural person:

   a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
   b. who the **Insured** compensates directly by salary, wages or commissions; and
   c. who the **Insured** has the right to direct and control while performing services for the **Insured**;

2. any natural person who is temporarily furnished to the **Insured**:

   a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
   b. to meet seasonal or short-term workload conditions;

   while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;

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3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

4. any natural person:

a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;

b. who is a non-compensated officer;

c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;

d. while acting as a non-compensated fund solicitor during fund raising campaigns;

e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;

f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;

g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or

5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

Employee also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

Employee does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

T. ***Employee Benefit Plan*** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.

U. **Employee Benefit Plan Sponsor** means:

1. the **First Named Insured**,

2. any **Subsidiary**, or

3. any other entity listed in Item 1. of the Declarations.

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V. ***Fiduciary*** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money**, **Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

Fiduciary does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. ***Financial Institution*** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. ***Financial Institution Premises*** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. ***First Named Insured*** means the entity first named in ITEM 1 of the Declarations.

Z. ***Forgery***, or ***Forged*** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. ***Funds Transfer Fraud*** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. ***Identity Fraud*** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. ***Identity Fraud Expense*** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;

2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

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3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;

4. lost wages, up to a maximum payment of $1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:

   a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
   b. to complete fraud affidavits or similar documents; or
   c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;

5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

6. reasonable attorney fees incurred, with the Company's prior written consent, for:
   a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
   b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
   c. challenging the accuracy or completeness of any information in a consumer credit report; and

7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

Identity Fraud Expense does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. ***Insured*** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
   a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
   b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.

or

2. for the purposes of all other Insuring Agreements:
   a. the **First Named Insured**,
   b. any **Subsidiary**,
   c. any **Sponsored Plan,** or
   d. any other entity listed in Item 1. of the Declarations.

EE. ***LLC Manager*** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. ***LLC Member*** means any natural person who has an ownership interest in a limited liability company.

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GG. ***Management Staff Member*** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.

HH. ***Messenger*** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.

II. ***Money*** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

JJ. ***Officer-Shareholder*** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.

KK. ***Other Property*** means any tangible property other than **Money** and **Securities** that has intrinsic value.

LL. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.

MM. ***Premises*** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

NN. ***Restoration Expense*** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

Restoration Expense does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
7. the **Insured's** lost revenue, sales or profits; or
8. expenses incurred by any customer.

OO. ***Robbery*** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:

1. caused or threatened to cause that person bodily harm; or
2. committed an unlawful act witnessed by that person.

PP. ***Safe Burglary*** means the unlawful taking of:

1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

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2. a safe or vault from inside the **Premises**.

QQ. ***Securities*** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit**, **Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. ***Single Loss*** means:

1. for purposes of Insuring Agreement A.:

   a. an individual act;
   b. the combined total of all separate acts; or
   c. a series of related acts;

   committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

   a. any act or series of related acts or events involving one or more persons; or
   b. any act, acts or events involving a person or group of persons acting together;

   whether identified or not, both during and before the **Policy Period**.

SS. ***Sponsored Plan*** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. ***Subsidiary*** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

Subsidiary does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. ***Theft*** means:

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1. under Insuring Agreement A.3., the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the deprivation of a **Client**;
2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money** and **Securities** to the **Insured's** deprivation.
3. under all other Insuring Agreements, the intentional unlawful taking of **Money**, **Securities** and **Other Property** to the **Insured's** deprivation.

VV. ***Transfer Account*** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money** or **Securities**:

1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

IV. EXCLUSIONS

A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.

B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..

D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..

E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..

F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..

G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..

H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..

I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..

J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.

K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

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L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:

1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**.

N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..

O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:

1. an inventory computation or physical count; or
2. a profit and loss computation;

provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.

P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..

Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:

1. loss of or damage to **Money** or **Securities**; or
2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..

R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..

S. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.

T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.

U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.

V. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.

W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..

X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

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Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:

1. an accounting or arithmetical error or omission;
2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities** or **Other Property**.

AA. This **Crime Policy** will not apply to loss arising from any **Credit**, **Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.

BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

V. CONDITIONS

A. GENERAL CONDITIONS

1. Territory Covered

Except as indicated in Item 5. of the Declarations,

a. the Company will cover loss the **Insured** sustains anywhere in the world, and

b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

2. Cooperation

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and
b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.

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Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and

b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

5. Ownership of Property; Interests Covered

a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:

   i. that the **Insured** owns or leases;

   ii. that the **Insured** holds for others:

      (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or

      (b) while in transit and in the care and custody of a **Messenger**; or

   iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

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i. that the **Insured's Client** owns or leases;
ii. that the **Insured's Client** holds for others; or
iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

a. this **Crime Policy**;
b. the **Money**, **Securities** or **Other Property**;
c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

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If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

i. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;

ii. the lesser of $25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

i. the actual amount of such **Single Loss**; or

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ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money**, **Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

a. notify the Company as soon as possible;
b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
d. give the Company a detailed, sworn proof of loss within 120 days; and
e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:

i. at face value in the **Money** issued by that country; or

ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;

b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:

i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

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ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;

c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:

i. the applicable Single Loss Limit of Insurance;

ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or

iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

6. Recoveries

a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;

ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;

iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and

iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.

b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

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c. Recoveries do not include any recovery:

i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or

ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

a. unless the **Insured** has complied with all the terms of this **Crime Policy**;

b. until 90 days after the **Insured** has filed proof of loss with the Company; and

c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;

2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and

3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:

a. sustained by two or more **Employee Benefit Plans**; or

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b. of commingled **Money**, **Securities** or **Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

D. CANCELLATION OR TERMINATION

1. The **Insured** may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the Company advance written notice of cancellation.

2. The Company may cancel:

   a. this **Crime Policy** in its entirety;

   b. an Insuring Agreement; or

   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. This **Crime Policy** terminates:

   a. in its entirety immediately upon the expiration of the **Policy Period**;

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b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;

c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or

d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of $10,000; or

b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money**, **Securities** or **Other Property** is in an amount in excess of $10,000.

E. CHANGES

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

F. ENTIRE AGREEMENT

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

G. HEADINGS

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT EXCLUDING COVERAGE FOR TREASURERS AND TAX COLLECTORS

This endorsement modifies the following:

Crime

It is agreed that:

1. **ITEM 5.** of the ***DECLARATIONS***, **Insuring Agreement A. Fidelity** is replaced with the following:

Insuring Agreement		Single Loss Limit of Insurance	Single Loss Retention
A.	**Fidelity**		
1.	Employee Theft – Per Loss Coverage	**$500,000**	**$10,000**
2.	Employee Theft – Per Employee Coverage		

2. Section ***I. INSURING AGREEMENTS,*** **A. FIDELITY** is replaced with the following:

A. FIDELITY

1. Employee Theft – Per Loss Coverage

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. Employee Theft – Per Employee Coverage

   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money**, **Securities**, and **Other Property** directly caused by **Theft** or **Forgery** committed by each **Employee**, whether identified or not, acting alone or in collusion with other persons.

3. Section ***II. GENERAL AGREEMENTS,*** **A. JOINT INSURED**, 5. is replaced with the following:

5. Payment by the **Company** to the **First Named Insured** for loss sustained by any **Insured** fully releases the Company on account of such loss.

4. Section ***III. DEFINITIONS*** is amended as follows:

A. Definition DD. **Insured** is replaced with the following:

DD. **Insured** means:

1. the **First Named Insured**,
2. any **Sponsored Plan**, or
3. any other entity listed in **ITEM 1.** of the Declarations.

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B. Paragraph 1. of Definition RR. **Single Loss** is replaced with the following:

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.1:

a. an individual act;

b. the combined total of all separate acts; or

c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**; and

2. for purposes of Insuring Agreement A.2.:

a. an individual act;

b. the combined total of all separate acts; or

c. a series of related acts;

committed by each **Employee** acting alone or in collusion with other persons both during and before the **Policy Period.**

C. Paragraph 1. of Definition UU. **Theft** is deleted.

5. Section ***IV. EXCLUSIONS*** is amended as follows:

A. Exclusion C is replaced by the following:

C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others.

B. References to Insuring Agreement A.3. are deleted from Exclusions D., E., F., G., H., O., P., W., and X.

C. Exclusion CC. is replaced by the following:

CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**.

D. The following Exclusions are added:

DD. This **Crime Policy** will not apply to loss caused by any **Employee** required by law to be individually bonded.

EE. This **Crime Policy** will not apply to loss caused by any treasurer or tax collector by whatever name known.

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6. Section ***V. CONDITIONS*** is amended as follows:

   A. Section **A. GENERAL CONDITIONS**, 5. Ownership of Property; Interests Covered, b. is deleted.

   B. The third paragraph, which reads, "The provisions of this Condition B.1.a will not be applicable to Insuring agreement A.2." is deleted from section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**, 1. **Limit of Insurance**, a. Policy Aggregate Limit of Insurance.

   C. Section **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT, 3. The Insured's Duties in the Event of a Loss**, b. is replaced with the following:

      b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2, or F.2., involves a violation of law;

   D. Section **C. EMPLOYEE BENEFIT PROVISIONS – INFLATION GUARD** is deleted.

   E. Sections **D. CANCELLATION OR TERMINATION**, 3 b. and c. are replaced with the following:

      b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable;

      c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**;

7. The following Condition is added:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give individual bonds for the faithful performance of their duties, against loss through **Theft** committed by **Employees** who serve under them, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENT ENTITY CRIME ENDORSEMENT – FAITHFUL PERFORMANCE OF DUTY

This endorsement modifies the following:

Crime

It is agreed that:

1. The following is added to Section ***I. INSURING AGREEMENTS*, A. Fidelity**, 1. Employee Theft-Per Loss Coverage and 2. Employee Theft-Per Employee Coverage:

   Faithful Performance of Duty
   The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by the failure of any **Employee** to faithfully perform the **Employee's** duties as prescribed by law.

2. The limit of liability for Faithful Performance of Duty coverage is **$500,000**, and such limit is part of, and not in addition to, the limit of liability for Insuring Agreement A.1., FIDELITY, Employee Theft-Per Loss Coverage, and Insuring Agreement A.2., FIDELITY, Employee Theft-Per Employee Coverage, respectively, if coverage is carried thereunder.

3. The following is added to Section ***III. DEFINITIONS***:

   Financial Institution Failure means the failure of any **Financial Institution** acting as a depository for property that the **Insured** owns or for which the **Insured** is legally liable.

4. The following is added to Section ***IV. EXCLUSIONS***:

   This **Crime Policy** will not apply to loss resulting directly or indirectly from **Financial Institution Failure.**

5. The following replaces paragraph 4.a. of section ***V. CONDITIONS***, D. CANCELLATION OR TERMINATION:

   4. This **Crime Policy** terminates as to any **Employee**
      a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any employment related act committed by the **Employee** that would constitute a loss under the terms of this **Crime Policy,** involving **Money, Securities** or **Other Property** in an amount in excess of $10,000; or

6. The following replaces the INDEMNIFICATION provision as set forth in paragraph 6. of the Government Entity Crime Endorsement:

   Indemnification

   The Company will indemnify any of the **Insured's** officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any **Employee** under the supervision of that official to faithfully perform such **Employee's** duties as prescribed by law, when such failure directly causes direct loss of, or direct loss from damage to, the **Insured's Money**, **Securities** and **Other Property**, subject to the applicable Limit of Insurance. The provisions of this Condition apply to Insuring Agreement A only.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT – ADDING FINANCIAL INTEREST COVERAGE AND SANCTIONS CONDITION AND AMENDING TERRITORY CONDITION

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to section **III. DEFINITIONS**:

   Financial Interest means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or

   3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section **V. CONDITIONS**, **A. GENERAL CONDITIONS**, 1., Territory Covered:

   1. Territory Covered

      a. Except as indicated in Item 5. of the Declarations,

         i. the Company will cover loss the **Insured** sustains anywhere in the world, and

         ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

      b. This **Crime Policy** does not apply to:

         i. loss sustained by an **Insured** domiciled; or

         ii. loss of **Other Property** located,

         in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

      c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

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3. The following is added to section **V. CONDITIONS**, **B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4 The following is added to section **V. CONDITIONS**:

SANCTIONS

This **Crime Policy** will provide coverage for any loss or expenses, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition or restriction.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section **I. INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

   2. ERISA Fidelity

   The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money**, **Securities** and **Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section **III. DEFINITIONS**:

   Fraud or Dishonesty has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

   Handled or Handling mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section **III. DEFINITIONS**, V.

   V. ***Fiduciary*** means:

      1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or

      2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money**, **Securities**, or **Other Property** that belongs to an **Employee Benefit Plan**.

   Fiduciary does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section **IV. EXCLUSIONS**, M and Z:

   M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

      1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or

      2. **Computer Programs**,

      provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

   Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money**, **Securities**, or **Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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5. The following replaces section **V. CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

a. no later than 90 days from the date of cancellation or termination; and

b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATION FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5 of the Declarations:

	Single Loss Limit of Insurance	Single Loss Retention
Telecommunication Fraud	$100,000	$10,000

2. The following is added to section **I. INSURING AGREEMENTS**:

   TELECOMMUNICATION FRAUD

   The Company will pay the **Insured** for its **Telecommunication Charges** directly caused by **Telecommunication Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Whenever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

   Telecommunication Charges mean amounts charged to the **Insured** by its telephone service provider.

   Telecommunication Fraud means the unauthorized access to, or use of, the **Insured's** telephone system by a person or entity other than an **Employee**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **105848470**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following is added to ITEM 5. of the Declarations:

Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
Social Engineering Fraud	$100,000	$10,000

2. The following **INSURING AGREEMENT** is added to section **I. INSURING AGREEMENTS**:

   SOCIAL ENGINEERING FRAUD

   The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section **III. DEFINITIONS**:

   Authorized Person means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

   Communication means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

   1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
   2. contains a misrepresentation of a material fact; and
   3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

   Social Engineering Fraud means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

   1. a **Vendor**, or that **Vendor's** attorney;
   2. a **Client**, or that **Client's** attorney;
   3. an **Employee**; or
   4. an **Authorized Person**,

   through the use of a **Communication**.

   Vendor means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

   Vendor does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section **III. DEFINITIONS**, G. **Computer System**:

   G. ***Computer System*** means:

      1. any computer; and
      2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer,

      that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

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5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **III. DEFINITIONS**, C. **Client**:

   C. ***Client*** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section **III. DEFINITIONS**, E. **Computer Fraud**:

   E. ***Computer Fraud*** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

      1. by a natural person or entity, other than an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
      2. made by an **Employee** or **Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section **I. INSURING AGREEMENTS**, **F. COMPUTER CRIME** .

   For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee**, **Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

   Computer Fraud does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section **III. DEFINITIONS**, AA. **Funds Transfer Fraud**:

   AA. ***Funds Transfer Fraud*** means:

      1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from the **Transfer Account** , which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
      2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

   Funds Transfer Fraud does not include **Social Engineering Fraud**.

8. The following replaces section **III. DEFINITIONS**, DD. **Insured**:

   DD. ***Insured*** means:

      1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
         a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
         b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
      2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
         a. the **First Named Insured**,
         b. any **Subsidiary**,
         c. any **Sponsored Plan**, or
         d. any other entity listed in Item 1. of the Declarations.

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9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:

   G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. DEFINITIONS, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.

   H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.

   R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
      1. the giving or surrendering of **Money**, **Securities** or **Other Property** in any exchange or purchase, whether genuine or fictitious; or
      2. any other giving or surrendering of, or voluntary parting with, **Money**, **Securities** or **Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
         a. Insuring Agreement A.;
         b. Insuring Agreement E.;
         c. Insuring Agreement F1., or
         d. the Social Engineering Fraud Insuring Agreement.

10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:

    T. This **Crime Policy** will not apply to loss of **Money**, **Securities** or **Other Property**:
       1. while in the mail; or
       2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.

11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:

    This **Crime Policy** will not apply to:

    a. loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
    b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
    c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
    d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
    e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
    f. loss due to any party's use of or acceptance of any **Credit**, **Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
    g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Crime

It is agreed that:

1. Wherever it appears in this Policy or any endorsements attached hereto, the term ***First Named Insured*** is replaced with the term ***Named Insured***.

2. **Section V. A. 6.** Representation, Concealment, Misrepresentation or Fraud, is replaced by the following:

   6. Representation, Concealment, Misrepresentation or Fraud

      No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

      This **Crime Policy** may be void in any case of insurance fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** may also be void if the **Insured**, at any time, knowingly and with intent to injure, defraud or deceive any insurer, conceals or misrepresents a material fact concerning:

      a. this **Crime Policy**;
      b. the **Money**, **Securities** or **Other Property**;
      c. the **Insured's** interest in the **Money**, **Securities** or **Other Property**; or
      d. a claim under this **Crime Policy**.

3. **Section V. B. 8.** Legal Action Against the Company, subsection c. is replaced by the following:

   c. unless brought within five (5) years from the date the **Insured Discovers** the loss.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **105848470**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CANCELLATION OR TERMINATION ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

1. The following replaces section ***V., CONDITIONS***, **D.2.**:

2. The Company may cancel:
   a. this **Crime Policy** in its entirety;
   b. an Insuring Agreement; or
   c. coverage for any **Insured**;

   by mailing or delivering to the **First Named Insured** written notice of cancellation.

   If this **Crime Policy** has been in effect for 90 days or less it may be cancelled by mailing or delivering to the **First Named Insured** written notice of cancellation, accompanied by the reason for cancellation at least:
   a. **20** days (number of days must equal or exceed 10 days) before the effective date of cancellation if this **Crime Policy** is cancelled for nonpayment of premium; or
   b. **60** days (number of days must equal or exceed 20 days) before the effective date of cancellation if this **Crime Policy** is cancelled for any other reason, except that the Company may cancel immediately if there has been a material misstatement or misrepresentation; or a failure to comply with underwriting requirements established by the Company.

   If this **Crime Policy** has been in effect for more than 90 days it may be canceled only for one or more of the following reasons:
   a. nonpayment of premium;
   b. the **Crime Policy** was obtained by a material misstatement;
   c. there has been a failure to comply with underwriting requirements within 90 days of the effective date of coverage;
   d. there has been a substantial change in the risk covered by this **Crime Policy**; or
   e. the cancellation is for all **Insureds** under such policies for a given class of Insureds.

   The written notice of cancellation for any of these reasons, will be mailed or delivered to the **First Named Insured.** The notice of cancellation will state the reason for the cancellation and will be mailed **20** days (number of days must equal or exceed 10 days) before the effective date of cancellation if the cancellation is for (a) nonpayment of premium or **60** days (number of days must equal or exceed 45 days) for reasons (b) through (e) listed above.

   The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known the Company. Notice will include the reason for cancellation. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy**

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or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section ***V., CONDITIONS***, **D. CANCELLATION OR TERMINATION**:

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elect not to renew, the Company will provide to the **First Named Insured** written notice to that effect, including the reason for nonrenewal, **60** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE EXCLUSION BB. ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

The following replaces section **IV. EXCLUSIONS**, BB.:

BB. Except as outlined in section II. GENERAL AGREEMENTS, C. and D., this **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **105848470**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT

This endorsement changes the following:

Crime

It is agreed that:

Section **IV. EXCLUSIONS**, BB. is deleted.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:
Policy Number:

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SPECIMEN

Cyber Liability

Cyber

Private enterprise

Policy document

United States

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. gain access to **our** 24/7 **cyber incident response line**;
b. engage with **our cyber incident manager** who will coordinate the initial response;
c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. obtain legal advice to determine the correct course of action;

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b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;
c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
d. respond to any **regulatory investigation**; and
e. defend any regulatory action.

SECTION C: IT SECURITY AND FORENSIC COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
b. obtain initial advice to remediate the impact of the **cyber event**;
c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
d. contain and remove any malware discovered on **your computer systems**; and
e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

SECTION D: CRISIS COMMUNICATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
b. coordinate media relations in response to the **cyber event**;
c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered during the **period of the policy** to:

a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and

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d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1** (**SECTIONS A**, **B**, **C**, **D**, **E** and **F** only) for the following services in order to mitigate the potential of a future **cyber event**:

a. complete an information security risk assessment;
b. conduct an information security gap analysis;
c. develop an information security document set; and
d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

a. any unauthorized electronic transfer of funds from **your** bank;
b. theft of money or other financial assets from **your** bank by electronic means;
c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your** funds to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse

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any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;
b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
c. reveal **your** confidential information or confidential information entrusted to **you**; or
d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorized calls or unauthorized use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products first discovered by **you** during the **period of the policy**, for:

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a. the cost of creating and issuing a specific press release or establishing a specific website to advise **your** customers and prospective customers of the fraudulent communications; and
b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
c. **your income loss** sustained following **your** discovery of the fraudulent communications as a direct result of the fraudulent communications; and
d. external costs associated with the removal of websites designed to impersonate **you**.

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3** (**SECTION B** only):

a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;

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b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;
c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your income loss** sustained during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your** reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under **INSURING CLAUSE 3** (**SECTIONS A**, **B**, **C**, **D** and **E** only). **We** will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

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INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

a. the transmission of malware to a **third party's** computer system;
b. **your computer systems** being used to carry out a denial of service attack;
c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
d. identity theft, experienced by **your employees**, **senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
e. a breach of any part of **your** privacy policy; or
f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

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However, **we** will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;

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c. breach of any intellectual property rights license acquired by **you**; or
d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** and one **incident response limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** and one **incident response limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

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In respect of **INSURING CLAUSES 4, 5, 6** and **7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6** and **7**, **we** may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 3** (**SECTIONS B** and **D** only), a single **waiting period**, **deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Approved claims panel providers"** means

   the approved claims panel providers stated in the Declarations page.

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2. **"Botnetting"** means

   the unauthorized use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.

3. **"Business operations"** means

   the business operations stated in the Declarations page.

4. **"Claim"** means

   a. a written demand for compensation;
   b. a written request for a retraction or a correction;
   c. a threat or initiation of a lawsuit; or
   d. a disciplinary action or **regulatory investigation**.

   made against **you**.

5. **"Client"** means

   any **third party** with whom **you** have a contract in place for the supply of **your** business services in return for a fee, or where a fee would normally be expected to be paid.

6. **"Company"** means

   the company named as the Insured in the Declarations page or any **subsidiary**.

7. **"Computer systems"** means

   all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

   the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

   a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
   b. any post judgment interest; and
   c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

   Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

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10. **"Cryptojacking"** means

    the unauthorized use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.

11. **"Cyber event"** means

    any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

    "**Cyber event**" does not mean **system failure**.

12. **"Cyber incident manager"** means

    the company or individual named as the cyber incident manager in the Declarations page.

13. **"Cyber incident response line"** means

    the telephone number stated as the cyber incident response line in the Declarations page.

14. **"Cyber war"** means

    any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

15. **"Deductible"** means

    the amount stated as the deductible in the Declarations page.

16. **"Employee"** means

    any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

    "**Employee**" does not mean any **senior executive officer**.

17. **"Expiry date"** means

    the expiry date stated in the Declarations page.

18. **"Extra expense"** means

    your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **income loss** sustained had these measures not been taken.

19. **"Impacted state"** means

    any **state** that suffers a major detrimental impact on its:

    a. ability to function; or
    b. defense and security capabilities;

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as a direct result of any unauthorized access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

20. **"Inception date"** means

    the inception date stated in the Declarations page.

21. **"Incident response limit"** means

    the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Declarations page.

22. **"Income loss"** means

    your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

    a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
    b. any cost savings achieved as a direct result of the reduction in income.

23. **"Indemnity period"** means

    the period starting from the first occurrence of:

    a. the **computer systems** downtime; or
    b. the downtime of computer systems used directly by a **supply chain partner**;

    and lasting for the period stated as the indemnity period in the Declarations page.

24. **"Loss"** means

    any direct financial loss sustained by the **company**.

25. **"Media content"** means

    any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

    "**Media content**" does not include any:

    a. tangible product design;
    b. industrial design;
    c. architectural or building services;
    d. any advertisement created by **you** for a **third party**;
    e. business, company, product or trading name;
    f. product packaging or labeling; or
    g. software products.

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26. **"Payment card breach"** means

    an actual or suspected unauthorized disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

    "**Payment card breach**" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

27. **"Period of the policy"** means

    the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**

28. **"Policy limit"** means

    the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Declarations page.

29. **"Premium"** means

    the amount stated as the premium in the Declarations page and any subsequent adjustments.

30. **"Privacy breach"** means

    an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

    "**Privacy breach**" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

31. **"Regulatory investigation"** means

    a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.

32. **"Reputational harm period"** means

    the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Declarations page.

33. **"Senior executive officer"** means

    board members, C-level executives, in-house lawyers and risk managers of the **company**.

34. **"State"** means

    sovereign state.

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35. **"Subsidiary"** means

    any entity in which the **company** has majority ownership of on or before the **inception date**.

36. **"Supply chain partner"** means

    any:

    a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
    b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.

37. **"System failure"** means

    any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

    However, in respect of **INSURING CLAUSE 3** (**SECTION D** only), **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

    "**System failure**" does not mean a **cyber event**.

38. **"Technology services"** means

    the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.

39. **"Third party"** means

    any person who is not an **employee** or any legal entity that is not the **company**.

40. **"Waiting period"** means

    the number of hours stated as the waiting period in the Declarations page.

41. **"War"** means

    any physical:

    a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
    b. action taken in controlling, preventing, suppressing or in any way relating to a. above.

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42. **"We/our/us"** means

    the underwriters stated in the Declarations page.

43. **"You/your"** means

    the **company**, **employees** and **senior executive officers** solely acting in the normal course of the **company's business operations**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. **Business interruption liability**

   for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defense of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. **Antitrust**

   in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. **Associated companies**

   a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;

   b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;

   c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or

   d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. **Betterment**

   which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

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However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** **we** will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1** (**SECTION G** only) and **3** (**SECTION G** only).

5. **Bodily injury and property damage**

   arising directly or indirectly out of bodily injury, or tangible property damage.

   However, this Exclusion will not apply to **INSURING CLAUSES 4** (**SECTIONS A**, **B** and **C** only) and **5** for any **claim** as a direct result of mental injury or emotional distress.

6. **Chargebacks**

   for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4** (**SECTION E** only) for which **you** have purchased coverage.

7. **Core internet infrastructure failure**

   arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. **Domain name suspension or revocation**

   arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. **Insolvency**

   arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. **Known claims and circumstances**

    arising out of any actual or suspected **cyber event**, **claim** or circumstance which might give rise to a claim under this Policy which a **senior executive officer** was aware of, or ought

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reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. **Liquidated damages, service credits and penalty clauses**

    for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. **Loss of economic value**

    for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. **Management liability**

    for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION C** only).

14. **Misleading advertising**

    arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. **Nuclear**

    arising directly or indirectly from or contributed to by:

    a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. **Patent infringement**

    arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. **Payment card industry related fines, penalties and assessments**

    for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION E** only).

18. **Power and utility failure**

    arising directly or indirectly from any:

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a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. **Product IP infringement**

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. **Professional liability**

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. **Property and hardware costs**

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3** (**SECTION G** only).

22. **Regular hours staff costs**

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. **Terrorism**

arising directly or indirectly out of:

a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner**'s computer systems.

24. **Theft of funds held in escrow**

for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

However, this Exclusion will not apply to **INSURING CLAUSE 2** (**SECTION B** only).

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25. **Uninsurable fines**

    for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

26. **Unlawful surveillance**

    in respect of any actual or alleged eavesdropping, wiretapping, or unauthorized audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

27. **Unsolicited communications**

    arising directly or indirectly from any actual or alleged violation of:

    a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
    b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
    c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

    However, this Exclusion will not apply to **INSURING CLAUSE 4** (**SECTION A** only).

28. **War and cyber war**

    arising directly or indirectly out of:

    a. **war**; or
    b. **cyber war**.

    However, part b. above will not apply to:

    a. **INSURING CLAUSE 1** (**SECTION A** only); and
    b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

29. **Willful or dishonest acts of senior executive officers**

    arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

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CONDITIONS

1. What you must do if an incident takes place

   If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

   a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
   b. in respect of **INSURING CLAUSE 2** (**SECTIONS A**, **B** and **C** only), report the incident to the appropriate law enforcement authorities; and
   c. in respect of **INSURING CLAUSES 4**, **5** and **6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

   Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

   If **you** discover a **cyber event you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

   In respect of **INSURING CLAUSES 5** and **6**, should a **senior executive officer** become aware of:

   a. a situation during the **period of the policy** that could give rise to a **claim**; or
   b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

   then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report this circumstance **we** will not be liable for that portion of any **claim** that is greater than it would have been had **you** reported this circumstance.

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If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

a. the time, place and nature of the circumstance;
b. the manner in which **you** first became aware of this circumstance;
c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
d. the identity of the potential claimant; and
e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. **Additional insureds**

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. **Agreement to pay claims (duty to defend)**

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

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We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

   This Policy may be canceled with 30 days written notice by either **you** or **us**.

   If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

   If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

   We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

   The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

   If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

   a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit** plus the **incident response limit**, whichever is the lower;
   b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and

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c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Declarations page.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Declarations page is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under **CONDITION 19**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 19** is intended only as an aid to enforce this determination.

8. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
b. any **cyber event**, **loss** or **system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

9. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This

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optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
b. any **cyber event**, **loss** or **system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event**, **loss** or **system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium**, **deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

10. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

11. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

12. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is

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automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

a. **you** give **us** full details of the entity within 45 days of its acquisition; and
b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

a. whose business activities are materially different from **your** business activities;
b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

13. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

14. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

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15. **Process for adjustment of business interruption losses**

    In order to determine the amount of **loss** following an interruption to **your business operations** covered under **INSURING CLAUSE 3** (**SECTIONS B**, **C**, **D** and **E** only), the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3** (**SECTION F** only).

    If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

    Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

16. **Process for paying privacy breach notification costs**

    Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

    We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1** (**SECTION E** only) that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

17. **Sanctions suspension**

    It is a condition under this Policy that the provision of cover, the payment of any claim and the provision of any benefit will be suspended, to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America. The suspension will continue until such time **we** would no longer be exposed to the sanction, prohibition or restriction.

18. **Supply chain interruption events**

    In respect of **INSURING CLAUSE 3** (**SECTION D** only), it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

19. **Choice of law and service of suit**

    In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law

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stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us**, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.

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CONTINGENT BODILY INJURY AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The following **SECTIONS** are added to **INSURING CLAUSE 4** in the Declarations page:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of liability:	USD250,000	in the aggregate, includin **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expen**

SECTION G: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of liability:	USD50,000	in the aggregate, including **costs and expenses**
Deductible:	USD25,000	each and every claim, including **costs and expens**

2. The following **SECTIONS** are added to **INSURING CLAUSE 4** of this Policy:

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of any **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION G: CORRECTIVE ACTION PLAN COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** for the following services to complete a corrective action plan agreed between **you** and the Office for Civil Rights:

a. develop a Health Insurance Portability and Accountability

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Act (HIPAA) of 1996 compliant information security document set;

b. complete a HIPAA compliance audit;

c. complete an information security risk assessment; or

d. implement a security awareness training program.

3. The following **DEFINITIONS** are added:

"Bodily injury" means
death, bodily injury, mental injury, illness or disease.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

Bodily injury and property damage

arising directly or indirectly out of:

a. **bodily injury**; or

b. tangible property damage.

However, part a. of this Exclusion will not apply to:

a. **INSURING CLAUSE 4** (**SECTION F** only); and

b. **INSURING CLAUSES 4** (**SECTIONS A**, **B** and **C** only) and **5** for any **claim** as a result of mental injury or emotional distress.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: City of Ormond Beach
WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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Professional Liability – EMT/Paramedic



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INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Secretary	**President**

MARKEL

FLORIDA POLICYHOLDER NOTICE

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

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PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

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Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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MARKEL

POLICY NUMBER:

FORMS SCHEDULE

FORM NUMBER	FORM NAME

SPECIMEN

MARKEL

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS INSURANCE POLICY

Claims Made: Under certain Coverage Parts of this policy, the coverage afforded is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein. Refer to each Coverage Part's opening page to determine if that Coverage Part is Claims Made.

Notice: All Coverage Part of this policy contain provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless otherwise endorsed. Please read the policy carefully.

POLICY NUMBER: RENEWAL OF POLICY:

1. **NAMED INSURED:**
2. **BUSINESS ADDRESS:** ,
3. **POLICY PERIOD:** From to
   12:01 A.M. Standard Time at address of Insured stated above
4. **PROFESSIONAL SERVICES AND SPECIFIED PRODUCTS, GOODS, OPERATIONS OR PREMISES:**

   A. Professional Services: Not Purchased

   B. Specified Products, Goods, Operations or Premises:Not Purchased

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Producer Number, Name and Address
,

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6. PREMIUM FOR POLICY PERIOD:

Minimum
Deposit

7. RATE:

PREMIUM BASE:

8. PREMIUM FOR EXTENDED REPORTING PERIOD:

9. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

10. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:
See MDIL 1001 08 10 attached.

11. NOTICES:

Notices required to be provided to the Company under this policy shall be by email, fax or mail addressed to:

CLAIM OR DISCOVERY CLAUSE NOTICES:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL
Email: newclaims@markel.com

ALL OTHER NOTICES:

,
Telephone:
Fax:

These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.

Countersigned: July 12, 2024	
(Date)	By: _____ AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

THE INSURED 2
INSURING AGREEMENT 2
DEFINITIONS 3
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LIMITS OF LIABILITY 6
DEFENSE AND CLAIM EXPENSES 7
CLAIMS 7
EXTENDED REPORTING PERIOD 8

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SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.

In consideration of the premium paid, the undertaking of the Named Insured to pay the Deductible as described herein and in the amount stated in the Declarations, in reliance upon the statements in the application attached hereto and made a part hereof and the underwriting information submitted on behalf of the Insured, and subject to all the terms, conditions and limitations of this policy, the Company and the Insured agree as follows:

THE INSURED

The unqualified word "Insured," either in the singular or plural, means:

A. The Named Insured which is herein defined as the person(s) or organization(s) stated in Item 1. of the Declarations;

B. Any past or current principal, partner, officer, director, Employee or Volunteer Worker of the Named Insured solely while acting on behalf of the Named Insured and within the scope of their duties as such; provided, however, this insurance shall not apply to any Claim made against any Insured who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

C. If the Named Insured is a limited liability company, any past or current manager thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as manager of such limited liability company and any past or current member thereof, solely while acting on behalf of the Named Insured and within the scope of their duties as a member of such limited liability company;

D. Any medical director solely while acting on behalf of the Named Insured and solely within the scope of his/her Administrative Duties as such; provided, however, this insurance shall not apply to any Claim made against any medical director who is a physician, surgeon, dentist or podiatrist arising out of the rendering of or failure to render Professional Services in his/her capacity as a physician, surgeon, dentist or podiatrist;

E. Any student enrolled in a training program in connection with the Named Insured’s Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured’s direction;

F. The heirs, executors, administrators, assigns and legal representatives of each Insured above in the event of death, incapacity or bankruptcy of such Insured, but only for each such Insured’s liability as is otherwise covered herein.

INSURING AGREEMENT

A. **Professional Liability and Claims Made Clause:** The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Professional Personal Injury:

1. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by an Insured; or

2. By reason of any act, error or omission in Professional Services arising out of the conduct of the Insured's Professional Services rendered or that should have been rendered by a natural person, who is not and shall not be an Insured hereunder, and through whose acts the Insured controls the provider-patient relationship as of the time of such act, error or omission;

provided:

a. The act, error or omission happens during the Policy Period or on or after the Retroactive Date stated in the Declarations and before the end of the Policy Period; and

b. Prior to the effective date of this policy the Insured had no knowledge of such act, error or omission or any fact, circumstance, situation or incident which may lead a reasonable person in the Insured’s position to conclude that a Claim was likely.

DEFINITIONS

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A. **Administrative Duties** means establishing medical protocol, serving on a standards review, peer review, or credentialing committee or similar professional board or committee of the Named Insured; provided, however, Administrative Duties shall not include:

1. Rendering or failure to render Professional Services by a medical director which results in Professional Personal Injury; or

2. Rendering or failure to render specific medical direction for a natural person receiving Professional Services via telecommunications to other healthcare professionals.

B. **Claim** means the Insured's receipt of:

1. A written demand for Damages or Professional Services; or

2. The service of suit or institution of arbitration proceedings against the Insured seeking Damages.

C. **Claim Expenses** means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any Claim for which coverage is afforded under this Coverage Part, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds, but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals; provided, however, Claim Expenses shall not include:

1. Salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or

2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

D. **Damages** means the monetary portion of any judgment, award or settlement; provided, however, Damages shall not include:

1. Punitive or exemplary damages or multiplied portions of damages in excess of actual damages, including trebling of damages;

2. Taxes, criminal or civil fines, or attorneys' fees of a party other than an Insured or other penalties imposed by law;

3. Sanctions;

4. Matters which are uninsurable under the law pursuant to which this Coverage Part shall be construed;

5. The return, withdrawal, reduction or restitution or payment of fees, profits or charges for services or consideration and/or any expenses paid to the Insured; or

6. The cost of complying with an award or order for declaratory, equitable or injunctive relief or remedy.

E. **Employee** means any natural person while in the regular service of the Named Insured in the ordinary course of the Named Insured's business and whom the Named Insured compensates by salary, wages or commissions and has the right to govern and direct the performance of such service. Employee includes a Leased Worker but does not include any Temporary Worker or independent contractor.

F. **Leased Worker** means any natural person leased to the Named Insured by a labor leasing organization, under an agreement between the Named Insured and the labor leasing organization, to perform duties related to the conduct of the Named Insured's business and which are at the Insured's direction. Leased Worker does not include a Temporary Worker.

G. **Policy Period** means the period form the inception date of this policy to the policy expiration date stated in Item 3. of the Declarations, or the effective date of any earlier cancellation or termination.

H. **Professional Personal Injury** means:

1. Any bodily injury, mental injury, sickness, disease, emotional distress or mental anguish, including death resulting therefrom of any natural person receiving Professional Services arising out of an act, error or omission in Professional Services rendered or that should have been rendered;

2. False arrest, detention or imprisonment, or malicious prosecution of any natural person receiving Professional Services, except when inflicted by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed; or

SPECIMEN

3. The publication or utterance of a libel or slander concerning a natural person receiving Professional Services or a publication or an utterance in violation of such person's right to professional confidence, except when published or uttered by, at the direction of, or with the consent or acquiescence of the Insured who has predetermined to commit such act, or allowed such act to have been committed.

I. **Professional Services** means those services stated in Item 4. of the Declarations.

J. **Temporary Worker** means any natural person who is furnished to the Named Insured to substitute for a permanent Employee on leave or to meet seasonal or short-term work load requirements.

K. **Volunteer Worker** means any natural person who is not an Employee of the Named Insured and who donates his/her work at the direction of and within the scope of duties determined by the Named Insured and is not paid a fee, salary or other compensation by the Named Insured or by anyone else for such work performed for the Named Insured.

THE EXCLUSIONS

This Coverage Part does not apply to:

A. Any act, error or omission in Professional Services rendered or that should have been rendered or Professional Personal Injury committed in violation of any law or ordinance;

B. Any Claim based upon or arising out of any dishonest, fraudulent, criminal, malicious, knowingly wrongful, deliberate, or intentional acts, errors or omissions committed by or at the direction of the Insured;

C. Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud or any other hearing initiated against an Insured by the United States Department of Health & Human Services (HHS) or by an utilization or quality review organization under contract with HHS; provided, however, this exclusion shall not apply to HHS proceedings that allege the violation of the Emergency Medical Treatment and Labor Act;

D. Any Claim based upon or arising out of the invasion, infringement or interference of the right of privacy arising from the use, visitation of, posting or browsing of any blog, bulletin board services, chat room, web site or other internet form or URL;

E. Any Claim based upon or arising out of the gathering, use or dissemination of personal information in any form including but not limited to any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

F. Any Claim based upon or arising out of any unlawful discrimination by any Insured;

G. Any Claim based upon or arising out of any act, error or omission committed or alleged to have been committed by the Insured that in any manner relates to or arises out of the actual, alleged or threatened discharge, dispersal, release, escape or existence of pollutants, hazardous substances, toxic substances or substances which in any manner impair or allegedly impair the environment or which result in bodily injury or property damage;

H. Any liability arising out of the Insured's activities in his/her capacity as proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory or business enterprise, or any governmental body, sub-division or agency not named as an Insured under this policy unless such activities are disclosed in the application and covered by endorsement to this policy;

I. Any Claim based upon or arising out of any liability of others assumed by the Insured under any contract or agreement; unless such liability would have attached to the Insured even in the absence of the contract or agreement;

J. Any Claim arising out of general liability, or goods or products manufactured, sold, handled or distributed by the Insured or by others trading under an Insured's name;

K. Any liability arising out of the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft;

L. Any Claim based upon or arising out of any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature; provided, however, the Company agrees to defend the Named Insured for such a Claim for the strictly vicarious liability of the Named Insured, unless a manager, supervisor, officer, director, trustee or partner of the Named Insured:

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1. Knew or should have known about the sexual act allegedly committed by the Insured but failed to prevent or stop it; or
2. Knew or should have known that the Insured who allegedly committed the sexual act had a prior history of such sexual misconduct act;

The Company shall not pay Damages on behalf of the Named Insured for such a Claim.

M. Injury arising out of the performance of a criminal act or caused by an Insured while under the influence of intoxicants or narcotics;

N. Any Claim based upon, arising out of, or in any way involving:

1. The employment relationship or the nature, terms or conditions of employment or any workplace tort brought by or on behalf of any Employee, former Employee, prospective employee, independent contractor or consultant of the Insured or to Professional Personal Injury to, or sickness, disease or death of any Employee of the Insured arising out of, and in the course of his/her employment by the Insured;
2. Any obligation of the Insured under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; or
3. Any actual or alleged violation of the Employee Retirement Income Security Act of 1974, or any other similar federal, state or common law or any amendments thereto;

O. Any Claim based upon or arising out of:

1. The dispensing of or the use of any drug or device whose approval for use was withdrawn by the U.S. Food and Drug Administration (FDA) at the time such drug or device was used or dispensed;
2. Use, administration or prescription of any drug, pharmaceutical, medical device or procedure which has not received final approval by the FDA for treatment of humans or which is not used, administered or prescribed as part of an FDA approved study;

P. Any Claim based upon or arising out of a warranty or guarantee of cure or success of treatment which is alleged to have arisen out of an advertisement;

Q. Any Claim based upon or arising out of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C., Section 1961, et seq.;

R. Any Claim based upon or arising out of the disarming or disabling of any alarms or monitoring devices of medical equipment;

S. Any Claim based upon or arising out of:

1. The failure to maintain medical records in their original condition;
2. Creating, altering, amending or modifying medical records;
3. Improperly disposing of medical records;
4. The failure to maintain the privacy and security of medical records or private personal information;

T. Any Claim made against the Insured:

1. By any person or organization or its subrogee, assignee, contractor, subcontractor, or parent company, subsidiary, division or affiliated company which was or is operated, managed, owned or otherwise controlled, whether directly or indirectly, or in whole or in part, by an Insured or parent company or any subsidiary, division or affiliated organization; or
2. By or on behalf of any Insured under this policy; provided, however, this exclusion shall not apply to any Claim made against any Insured arising out of the rendering of or failure to render Professional Services by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible, if such Insured is a natural person receiving Professional Services;

U. Any Claim based upon or arising out of:

1. Any allegations of price fixing, unfair competition or trade practices;
2. A dispute over fees, income or revenue;

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3. The inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or

4. Violations of any federal, state or local law (including but not limited to Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession;

V. Any Claim based upon or arising out of any violation of:

1. The Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation;

2. The CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

3. The Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state or local statute, law, rule, ordinance or regulation, including the Fair and Accurate Credit Transactions Act of 2003 (FACTA); or

4. Any other statute, law, rule, ordinance or regulation that addresses, prohibits or limits the dissemination, sending, transmitting, communication, printing, disposal, collection, recording or distribution of information or other material;

W. Any Claim based upon or arising out:

1. Any disciplinary proceeding against the Insured conducted by any regulatory body, disciplinary board or governmental agency; or

2. Any federal or state inquiry or review involving an Insured's professional licensure; or

X. Any Claim brought under any other Coverage Part of this policy.

TERRITORY

The insurance afforded applies worldwide, provided the Claim is made in the United States of America, its territories or possessions or Puerto Rico.

LIMITS OF LIABILITY

A. **Limit of Liability-Each Claim:** For Professional Liability, the total liability of the Company for the combined total of Damages and Claim Expenses for each Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated in the Declarations as applicable to Each Claim.

B. **Limit of Liability-Coverage Part Aggregate:** Subject to the above Section LIMITS OF LIABILITY A., for Professional Liability, the total liability of the Company shall not exceed the Coverage Part Aggregate Limit of Liability as stated in the Declarations for all Damages and Claim Expenses arising out of all Claims first made against the Insured during the Policy Period and the Extended Reporting Period, if exercised.

C. **Limit of Liability-Reduction for Refusal to Settle:** The Company shall not settle any Claim without the consent of the Insured. If, however, the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained. If, however, the Insured shall refuse to consent to any settlement recommended by the Company and shall elect to contest the Claim or continue any legal proceedings in connection with such Claim, then the Company's liability for the Claim shall not exceed the amount for which the Claim could have been so settled including Claim Expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of the above Limits of Liability A. and B.

D. **Deductible:** For Professional Liability, the Deductible amount stated in the Declarations shall be paid by the Named Insured and shall be applicable to each Claim and shall include Damages and Claim Expenses, whether or not Damages payments are made.

Such amounts shall, upon written demand by the Company, be paid by the Named Insured within ten (10) days. The total payments requested from the Named Insured in respect of each Claim shall not exceed the Deductible amount stated in the Declarations.

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The determination of the Company as to the reasonableness of the Claim Expenses shall be conclusive on the Named Insured.

E. **Multiple Insureds, Claims and Claimants:** The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission is made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company.

DEFENSE AND CLAIM EXPENSES

A. **Defense and Investigation of Claims:** The Company shall have the right and duty to defend and investigate any Claim to which coverage under this Coverage Part applies pursuant to the following provisions:

1. Claim Expenses incurred in defending and investigating such Claim shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible. The Company shall have no obligation to pay any Damages or to defend or continue to defend any Claim or to pay Claim Expenses after the Professional Liability Limits of Liability stated in the Declarations have been exhausted by payment(s) of Damages and/or Claim Expenses.

2. The Company shall select defense counsel; provided, however, that if the law of the state of the Named Insured's domicile, stated in Item 2. of the Declarations, allows the Insured to control the selection of defense counsel where a conflict of interest has arisen between the Insured and the Company, the Company will provide a list of attorneys or law firms from which the Insured may designate defense counsel who shall act solely in the interest of the Insured, and the Insured shall direct such defense counsel to cooperate with the Company. Such cooperation shall include:

a. Providing on a regular basis, but not less frequently than every three (3) months, written reports on claimed Damages, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the Claim;

b. Providing any other reasonable information requested;

c. Providing fully itemized billing on a periodic basis; and

d. Cooperating with the Company and the Insured in resolving any discrepancies;

and the fees and costs incurred by such defense counsel, including those fees and costs generated by defense counsel's cooperation with the Company, as stated above, shall be included in Claim Expenses. Such Claim Expenses shall be a part of and shall not be in addition to the Professional Liability Limits of Liability stated in the Declarations. Such Claim Expenses shall reduce the Limits of Liability and shall be applied against the Deductible.

CLAIMS

A. **Claim Reporting Provision:** It is a condition precedent to coverage afforded by this Coverage Part that the Insured shall give to the Company written notice as stated in the Notices item of the Declarations as soon as practicable of any Claim first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised.

In the event suit is brought against the Insured, the Insured shall immediately forward to Markel Corporation, P.O. Box 2009, Glen Allen, VA 23058-2009, on behalf of the Company, every demand, notice, summons or other process received by him/her or by his/her representatives.

B. **Discovery Clause:** If during the Policy Period, the Insured first becomes aware of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, then the Insured may provide written notice as stated in the Declarations to the Company containing the information listed below. If such written notice is received by the Company during the Policy Period, then any Claim subsequently made against the Insured arising out of such act, error or omission in Professional Services shall be deemed for the purpose of this insurance to have been first made on the date on which such written notice is received by the Company.

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It is a condition precedent to the coverage afforded by this Discovery Clause that written notice be given to the Company containing the following information:

1. The description of the specific act, error or omission in Professional Services;
2. The date on which such act, error or omission in Professional Services took place;
3. The injury or damage which has or may result from such act, error or omission in Professional Services;
4. The identity of any injured persons; and
5. The circumstances by which the Insured first became aware of such act, error or omission in Professional Services.

Subject to the paragraph hereinabove, if during the Policy Period the Insured provides such written notice of a specific act, error or omission in Professional Services which is reasonably expected to result in a Claim within the scope of coverage of this Coverage Part, the Company at its sole option, may investigate such specific act, error or omission in Professional Services. Such matter shall be subject to all terms, conditions and provisions in this Coverage Part as applicable to a Claim.

EXTENDED REPORTING PERIOD

A. The Named Insured's right to exercise the Extended Reporting Period under this Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Insuring Agreements in the policy for which an Extended Reporting Period is available.

B. If the Named Insured nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions Section A., Cancellation, or if the Company nonrenews this policy in its entirety or cancels this policy in its entirety pursuant to Common Policy Conditions A., Cancellation, for reasons other than nonpayment of premium, Deductible or non-compliance with the terms and conditions of this policy, then the Named Insured shall have the right upon payment of an additional premium calculated at the percentage stated in the Declarations of the adjusted annual premium for the Policy Period, subject to adjustment as per Common Policy Conditions K., Premium and Audit, but in no event less than the percentage stated in the Declarations of the annual minimum premium for the policy, to extend the coverage granted under this Coverage Part, for the period of months stated in the Declarations, as elected by the Named Insured to apply to Claims first made against the Insured during the period of months as elected and reported to the Company pursuant to, Section CLAIMS A., Claim Reporting Provision, following immediately upon the effective date of such cancellation or nonrenewal, for any act, error or omission in Professional Services which happened on or after the applicable Retroactive Date stated in the Declarations and prior to the effective date of such cancellation or nonrenewal and which is otherwise covered by this Coverage Part.

This extended period of coverage months as elected by the Named Insured and described in this paragraph shall be referred to in this policy as the Extended Reporting Period.

If, however, this Coverage Part is immediately succeeded by claims made insurance coverage on which the Professional Liability Retroactive Date is the same as or earlier than that stated in the Declarations of this policy, the succeeding insurance shall be deemed to be a renewal hereof and, in consequence, the Named Insured shall have no right to purchase an Extended Reporting Period.

The quotation of a different premium and/or deductible and/or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

This Extended Reporting Period shall not be available when any Insured's license or right to practice his/her profession is revoked, suspended or surrendered.

C. As a condition precedent to the right to purchase the Extended Reporting Period, the Named Insured must have paid:

1. All Deductibles when due;
2. All premiums due for the Policy Period; and
3. All premium and deductible(s), if any, due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies of which this policy is a renewal or replacement.

The right to purchase the Extended Reporting Period shall terminate unless a written request for the Extended Reporting Period is received by the Company within thirty (30) days after the effective date of cancellation or

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nonrenewal together with payment of the additional deposit premium for the Extended Reporting Period. If such written request and payment of additional premium for the Extended Reporting Period are not so received by the Company, there shall be no right to purchase the Extended Reporting Period at a later date.

D. The Named Insured shall pay any additional premium that may be due as a result of audit, promptly when due.

E. In the event of the purchase of the Extended Reporting Period the entire premium therefor shall be fully earned at its commencement.

F. The Extended Reporting Period shall not in any way increase the Limits of Liability stated in the Declarations.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

Throughout this policy, the term Company refers to the insurance company providing this insurance.

A. CANCELLATION

This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in the Notices item of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company by mailing to the Named Insured, at the address stated in the Declarations written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. However, if the Company cancels the policy because the Named Insured has failed to pay a premium or Deductible when due, including premium and deductible(s) due on any other policy(ies) issued by the Company or any of its affiliated companies in an uninterrupted series of policies for which this policy is a renewal or replacement, this policy may be cancelled by the Company by mailing a written notice of cancellation to the Named Insured stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured or the Company shall be equivalent to mailing. If cancelled by the Company, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

B. CHANGE IN CONTROL OF NAMED INSURED

If after the inception date of the policy:

1. The Named Insured is merged into or consolidated with another organization such that it is not the surviving organization, or sells all or substantially all of its assets to another organization or person or group of organizations and/or persons acting in concert;
2. Another organization or person or group of organizations and/or persons acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting rights for the election or appointment of directors or trustees of the Named Insured, or acquires the voting rights of such an amount of such interest; or
3. A receiver, liquidator, conservator, trustee or similar official is appointed with respect to the Named Insured;

no coverage shall be afforded under this policy unless:

a. Written notice of such transaction or event is given to the Company by the Named Insured as soon as practicable, but in no event later than thirty (30) days after such transaction or event, including complete details of the nature of such transaction or event and the other organization, person, group of organizations, persons acting in concert, receiver, liquidator, conservator, trustee and/or similar official appointed with respect to the Named Insured;

b. The Named Insured submits such additional information in connection therewith as the Company may deem necessary;

c. The Company, at its sole discretion, agrees to continue coverage by written endorsement to the policy; and

d. The Named Insured agrees to accept any special terms, conditions, exclusions or additional premium charge as may be required by the Company.

C. REPRESENTATIONS

By acceptance of this policy, the Insureds agree as follows:

1. That the information and statements contained in the application(s) are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy; and

2. That the information and statements contained in the application(s) are their representations, that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy, and that this policy is issued in reliance upon the truth of such representations.

D. ENTIRE AGREEMENT

The Declarations, Common Policy Conditions, Coverage Part(s), the application(s) and any written endorsements attached hereto shall be deemed to be a single unitary contract.

E. OTHER INSURANCE

This insurance shall be in excess of the applicable Deductible stated in the Declarations and any other insurance available to the Insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limits of Liability provided in this policy.

If any Claim under this policy is also covered by one or more policies issued by the Company or any of its affiliated companies affording coverage to the Named Insured or to any organization or person who controls, is controlled by, or is affiliated by common control with the Named Insured unless such other insurance is written only as specific excess insurance or umbrella insurance over the Limits of Liability provided in this policy, then with respect to such Claim:

1. The Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and

2. The total Limit of Liability available for such Claim shall not exceed the greater/est available Limit of Liability remaining on all such policies and its payment shall extinguish the Company's and its affiliated companies' liability on all such policies for such Claim.

F. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company shall not effect a waiver or a change in any part of this policy and shall not estop the Company from asserting any right under the terms of the policy. The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy, and this policy embodies all agreements existing between the Insureds and the Company or any of its agents relating to this insurance.

G. ASSIGNMENT OF INTEREST

Assignment of interest under this policy shall not bind the Company unless its consent is endorsed hereon.

H. SUBROGATION

In the event of any payment under this policy, the Company shall be subrogated to the right of recovery of all Insureds to the extent of such payment. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Claim to prejudice such rights.

The Company shall not exercise any such rights against any person or organization included in the definition of Insured. Notwithstanding the foregoing, however, the Company reserves the right to exercise any rights of subrogation against an Insured in respect of any Claim brought about or contributed to by an intentional, willful, dishonest, fraudulent act or omission of such Insured or by an act or omission of such Insured that constitutes a willful violation of any statute or regulation.

Any amount so recovered, whether effected by the Company or by the Insured, shall first be used for the repayment of expenses incurred toward subrogation; second, for any Damages and Claim Expenses payment by the Insured which is in excess of the amount of the Limit of Liability under this policy and which is excess of any amount paid by

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any insurer under any other policy; third, for any damages and claims expenses payment by any excess insurer on behalf of the Insured; fourth, for any damages and claim expenses payment by any primary insurer on behalf of the Insured; and, last, for repayment of the Insured's Deductible.

I. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with the Company and upon the Company's request, the Insured shall:

1. Submit to examination and interview by a representative of the Company, under oath if required;
2. Attend hearings, depositions and trials;
3. Assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses in the conduct of suits;
4. Give a written statement or statements to the Company's representatives and meet with such representatives for the purpose of determining coverage and investigating and/or defending any Claim; and
5. Provide any information required to comply with federal or state reporting regulations;

All without cost to the Company. The Insured shall further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution or apportionment which the Insured may have. The Insured shall not, except at his/her own cost, make any payment, admit any liability, settle any Claims, assume any obligation or incur any expense without the prior written consent of the Company.

J. FALSE OR FRAUDULENT CLAIMS

If any Insured shall commit fraud in proffering any Claim, this insurance shall become void as to such Insured from the date such fraudulent Claim is proffered.

K. PREMIUM AND AUDIT

Upon expiration of this policy, the Named Insured shall furnish to the Company a statement of the Named Insured's actual total premium base as stated in the Declarations for the Policy Period. The actual earned premium shall be computed thereon at the premium rate stated in the Declarations. If the actual earned premium is more than the deposit premium stated in the Declarations, the Named Insured shall pay the difference to the Company; if less, the Company shall refund the difference to the Named Insured except that the Company shall be entitled to the minimum premium as stated in the Declarations. The Company shall have the right to require of the Named Insured, at any time within the said Policy Period or one year thereafter, a sworn statement of the entire amount (or number) of such premium base during the whole or any specified part of the said period, and the Named Insured shall furnish said statement within ten (10) days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of the Company, who shall have the right and opportunity to examine the books and records of the Named Insured as respects such premium base, and such examination may be made at any time during the said period and within three (3) years thereafter. The rendering of any estimate or statement or the making of any previous settlement shall not bar the examination herein provided for, nor the Company's right to additional premium.

L. INSPECTION

The Company shall be permitted but not obligated to inspect the Insured's operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such operations are safe or healthful, or are in compliance with any law, rule or regulation.

M. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms and conditions of this policy, nor until the amount of the Insured's obligation to pay shall have been fully and finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

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N. AUTHORIZATION

By acceptance of this policy, the first person or organization stated in Item 1. of the Declarations shall act on behalf of all Insureds with respect to the giving and receiving of all notices to and from the Company as provided herein: the exercising of the Extended Reporting Period, if available; the cancellation of this policy in whole or part; the payment of premiums and Deductibles when due; the receiving of any return premiums that may become due under this policy; and the Insureds agree that such person or organization shall act on their behalf.

O. POLICY EXTENDED REPORTING PERIOD – ALL CLAIMS MADE COVERAGES

The Named Insured's right to exercise the Extended Reporting Period under any Coverage Part shall exist solely if the Named Insured also exercises its right to purchase the Extended Reporting Period under all Coverage Parts that provide coverage on a claims made basis.

P. TERMS AND CONDITIONS

This policy is comprised of these Common Policy Conditions, the Declarations, various Coverage Parts and endorsements, if applicable, and the application. Although various Coverage Parts may be referenced in this policy, a Coverage Part is included within this policy only if that Coverage Part is stated as being purchased in the Coverage Schedule in Item 5. of the Declarations.

Except for these Common Policy Conditions or unless stated to the contrary in any Coverage Part or endorsement, the terms and conditions of each Coverage Part of this policy apply only to that Coverage Part and shall not apply to any other Coverage Part of this policy. Any defined term referenced in the Common Policy Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part. If any provision in the Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.

Q. SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Company is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Corporation, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

R. NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

The insurance does not apply:

1. Under any Liability Coverage, to Bodily Injury or Property Damage:

a. With respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

b. Resulting from the Hazardous Properties of Nuclear Material and with respect to which **(1)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(2)** the Insured is, or had this policy not been issued would be, entitled to indemnity

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from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to Bodily Injury resulting from the Hazardous Properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization.

3. Under any Liability Coverage, to Bodily Injury or Property Damage resulting from Hazardous Properties of Nuclear Material, if:

a. The Nuclear Material **(1)** is at any Nuclear Facility owned by, or operated by or on behalf of, an Insured or **(2)** has been discharged or dispersed therefrom;

b. The Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an Insured; or

c. The Bodily Injury or Property Damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to Property Damage to such Nuclear Facility and any property thereat.

4. As used in this exclusion:

Hazardous Properties includes radioactive, toxic or explosive properties.

Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.

Source Material, Special Nuclear Material, and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.

Waste means any waste material **(1)** containing By-Product Material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content, and **(2)** resulting from the operation by any person or organization of any Nuclear Facility included under the first two paragraphs of the definition of Nuclear Facility.

Nuclear Facility means:

a. Any Nuclear Reactor;

b. Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing Spent Fuel, or **(3)** handling, processing or packaging Waste;

c. Any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste;

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage includes all forms of radioactive contamination of property.

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POLICY NUMBER:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 25%.

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED ERRORS AND OMISSIONS LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item of the Declarations, an Extended Reporting Period of the following duration shall also be available:

60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSENT TO SETTLEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that in accordance with Florida Statute, Title XXXVII, Chapter 627.4147, Section Limits of Liability C. is deleted and replaced with the following:

C. **Consent to Settlement:** In accordance with Florida Statute, Title XXXVII, Chapter 627.4147, if a notice of intent to file a Claim for medical malpractice is made against the Insured, the Insured shall cooperate fully in the review process prescribed under Florida Statute, Title XLV, Chapter 766.106.

The Company shall have the right to determine, to make, and to conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is within policy limits of liability and is within the coverage afforded under this policy. No Insured shall have the right, exclusive or otherwise, to veto such Company determination if such offer is within the policy limits. Any offer of admission of liability, settlement offer, or offer of judgment made by the Company shall be made in good faith and in the best interest of the Insured.

The Company shall provide to the Insured or the Insured's legal representative by certified mail, return receipt requested, a copy of such final offer of admission of liability involved in arbitration made pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment and at the same time such offer is provided to the claimant. A copy of any final agreement reached between the Company and claimant in such matter shall also be provided to the Insured or the Insured's legal representative by certified mail, return receipt requested not more than 10 days after effecting such agreement.

The Company shall not make or conclude, without the permission of the Insured, any offer of admission of liability involved in any arbitration pursuant to Florida Statute, Title XLV, Chapter 766.106, settlement offer or offer of judgment, if the offer is outside the policy limits of liability. In such event, if the Insured is a partnership, professional association, professional corporation or limited liability company, the written consent of an Insured who was formerly but is no longer a member of the partnership, professional association or limited liability company or director, officer, stockholder or employee of a professional corporation will not be required, provided the written consent of the corporate directors, officers, stockholders or employees of a professional corporation, or their duly appointed representatives, has been obtained.

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

SPECIMEN

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – CIVIL MONETARY PENALTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART –- CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART –- CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. The policy is amended by the addition of the following:

SUPPLEMENTARY PAYMENTS

A. HIPAA Civil Monetary Penalty Coverage: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Declarations, which the Insured shall become legally obligated to pay as a Civil Monetary Penalty as a result of a HIPAA Civil Violation first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, arising out of any HIPAA Civil Violation committed or alleged to have been committed by the Insured or by any person for whose actions the Insured is legally responsible provided:

1. such HIPAA Civil Violation:

a. arises out of the conduct of the Insured's Professional Services; and

b. is committed or alleged to have been committed during the Policy Period or on or after the Retroactive Date as stated in the Declarations; and

2. prior to the effective date of this policy the Insured had no knowledge of such HIPAA Civil Violation or any fact, circumstance, situation or incident which may result in a HIPAA Civil Violation.

Limits of Liability - HIPAA Civil Monetary Penalty: The total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for each HIPAA Civil Violation first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to Each HIPAA Civil Violation. Subject to the foregoing, the total liability of the Company for the combined total of Civil Monetary Penalties and Legal Expenses for all HIPAA Civil Violations first made during the Policy Period or the Extended Reporting Period, if exercised, shall not exceed the Limit of Liability stated below as applicable to All HIPAA Civil Violations.

1. $250,000 Each HIPAA Civil Violation

2. $250,000 All HIPAA Civil Violations

The Insured shall give the Company written notice as stated in the Declarations within ten (10) days of the Insured receiving a notice of HIPAA Civil Violation and in any event such written notice shall be provided prior to the Insured incurring any legal fees or legal expenses related to such matter.

The Company shall have the right and duty to defend and investigate any HIPAA Civil Violation to which coverage under this Coverage Part applies. The Company may make such investigation and settlement of any HIPAA Civil Violation as it deems expedient. Legal Expenses incurred in defending and investigating a HIPAA Civil Violation shall be a part of and shall not be in addition to the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. Such Legal Expenses shall reduce the Limits of Liability stated in

Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage and shall be applied against the Deductible. The Company shall have no obligation to pay any Civil Monetary Penalty or to defend or to continue to defend any HIPAA Civil Violation or to pay Legal Expenses for HIPAA Civil Violations after the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage have been exhausted.

Payments pursuant to this Section shall be in addition to the Limits of Liability stated in the Declarations.

2. Section Definitions is amended by the addition of the following:

Civil Monetary Penalty means a civil monetary penalty imposed by the Secretary of the United States Department of Health and Human Services, or his or her designee, under 42 U.S.C. §1320d-5 and 45 C.F.R. §160.404.

Health Insurance Portability and Accountability Act ("HIPAA") means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Civil Violation means a notice received by the Insured for failure to comply with the HIPAA Standards for Privacy of Individually Identified Health Information (Privacy Rule) which protects the privacy of individual health information, including maintaining the confidentiality of information regarding medical services and limiting the release or use of such information in conformance with state or federal law, including any allegation that the Insured was negligent in hiring, training or supervising any Insured person who failed or is alleged to have failed to comply with the Privacy Rule.

Legal Expenses means reasonable and necessary amounts incurred by the Company or by the Insured with the prior written consent of the Company in the defense of that portion of any HIPAA Civil Violation for which coverage is afforded under this Coverage Part, including costs of investigation and costs of appeals; provided, however, Legal Expenses shall not include: (1) salary, wages, overhead, or benefit expenses of or associated with Employees or officials of the Named Insured or employees or officials of the Company; or (2) salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or captive out-of-house counsel for the Named Insured or the Company.

3. Section The Exclusions is amended by the addition of the following exclusions:

With respect to Supplementary Payments, HIPAA Civil Monetary Penalty Coverage, such coverage does not apply to any HIPAA Civil Violation:

1. based upon, arising out of, or in any way involving:

a. any HIPAA Civil Violation or any claim, fact, circumstance, situation or incident which has or may result in a HIPAA Civil Violation that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or

b. any HIPAA Civil Violation, whenever occurring, which is logically or causally connected to another HIPAA Civil Violation by reason of any common fact, circumstance, situation, event or transaction that has been the subject of any notice given prior to the Policy Period under any other policy of insurance; or

2. based upon, arising out of, or in any way involving any litigation, demand, investigation, administrative or regulatory proceeding or other proceeding pending, or order, decree or judgment entered, against any Insured on or prior to the inception date of this policy, or the same or any substantially similar HIPAA Civil Violation or any fact, circumstance, situation or incident underlying or alleged therein.

4. Section Limits of Liability is amended by the addition of the following:

Multiple Insureds, HIPAA Civil Violations and Protected Health Information Records Released: The inclusion herein of more than one Insured in any HIPAA Civil Violation shall not operate to increase the Limits of Liability stated in Section Supplementary Payments, HIPAA Civil Monetary Penalty Coverage. More than one HIPAA Civil Violation arising out of a single release of protected health information or a series of related releases of protected health information shall be considered a single HIPAA Civil Violation. All such HIPAA Civil Violations, whenever made, shall be treated as a single HIPAA Civil Violation. Such single HIPAA Civil Violation, whenever made, shall be deemed to be first made on the date on which the earliest HIPAA Civil Violation arising out of such release of protected health information is made.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOOD SAMARITAN ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section DEFINITIONS, Professional Personal Injury, is amended by the addition of the following:

4. An act, error or omission in rendering a Good Samaritan Act.

2. Section DEFINITIONS is amended by the addition of the following:

Good Samaritan Act means emergency health care, emergency medical care, or emergency treatment provided to a patient without compensation or expectation of compensation at the scene of any emergency.

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBPOENA AND DEPOSITION ASSISTANCE SUPPLEMENTARY COVERAGE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that:

1. Section SUPPLEMENTARY PAYMENTS is added as follows:

SUPPLEMENTARY PAYMENTS

Subpoena/Deposition/Record Request Assistance: The Company shall pay on behalf of the Insured up to five thousand dollars ($5,000) per Policy Period for reasonable and necessary Legal Fees and Legal Expenses incurred in engaging the services of legal counsel selected by the Company to assist the Insured in responding to a subpoena, a written request for the Insured's records or files or notice of deposition.

Provided:

1. The subpoena or a request for the Insured's records or files or notice of deposition relates to or arises out of an act, error or omission in Professional Services rendered by the Insured;

2. The subpoena or request for the Insured's records or files or notice of deposition is first received on or after the effective date and prior to the expiration date of this policy; and

3. The Insured reports receipt of the subpoena or request for the Insured's records or files or deposition and requests legal assistance in writing to Markel Service, Incorporated, Ten Parkway North, Deerfield, Illinois, 60015 or to e-mail: newclaims@markelcorp.com, on behalf of the Company, within thirty (30) days of receipt and prior to a Claim being made against the Insured arising out of the Professional Services alleged in the subpoena, request for the Insureds records or files or deposition.

Payment made on behalf of the Insured shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to a Deductible.

No payment pursuant to this Section shall be made for the Insured's payment of or obligation to pay any taxes; criminal or civil fines, penalties or sanctions; registration or licensing fees; costs required to comply with non-monetary conditions imposed upon any Insured as a condition of licensure; any monetary judgment, award or settlement of any kind; or any Legal Fees and Legal Expenses incurred by the Insured in a proceeding associated with the foregoing.

2. Section DEFINITIONS is amended by the addition of the following:

a. **Legal Fees and Legal Expenses** means attorney's fees charged by legal counsel selected by the Company, and expert witness fees, and related legal and/or associated investigation costs and expenses incurred by the Insured with the written consent of the Company. This does not include reimbursement for the Insured's salary, administrative costs, document reproduction costs or loss of other billing or income. The Company shall have the final decision as to the reasonableness of Legal Fees and Legal Expenses and as to the appeal of any such Disciplinary Proceeding concluded against the Insured.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRIAL ATTENDANCE SUPPLEMENTARY COVERAGE

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that Section SUPPLEMENTARY PAYMENTS is added as follows:

SUPPLEMENTARY PAYMENTS

Trial Attendance Supplementary Payment: The Company shall pay a per diem trial attendance allowance of two hundred dollars ($200) to any Insured who attends the trial, mediation or arbitration of a Claim; but only if;

1. The Claim is made against the Insured;
2. The Claim is covered by this policy; and
3. The Insured attends the trial, mediation or arbitration at the written request of the Company.

Payments to the Insured pursuant to this Supplementary Payment shall be in addition to the Limits of Liability stated in the Declarations and shall not be subject to a Deductible.

SPECIMEN

All other terms and conditions remain unchanged.

MARKEL

POLICY NUMBER :

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ACTS LIABILITY SCHEDULED DEDUCTIBLE AND RETROACTIVE DATE

This endorsement modifies insurance provided under the following but only if such Coverage Part is purchased and attached to this policy:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

SCHEDULE

Deductible:	Each Claim
Retroactive Date:	

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

I. SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

Section INSURING AGREEMENT is amended by the addition of the following:

1. Sexual Acts Liability: The Company shall pay on behalf of the Insured all sums in excess of the Deductible amount stated in the Schedule of this endorsement, which the Insured shall become legally obligated to pay as Damages as a result of a Claim first made against the Insured during the Policy Period or during the Extended Reporting Period, if exercised, and reported to the Company pursuant to Section CLAIMS A., Claim Reporting Provision, for Sexual Injury arising out of any Sexual Act perpetrated or alleged to have been perpetrated by the Insured natural person or by any person for whose actions the Insured is legally responsible, or for allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury provided:

1. Such Sexual Act is perpetrated or alleged to have been perpetrated during the Policy Period or on or after the Retroactive Date stated in the Schedule of this endorsement and before the end of the Policy Period; and

2. Prior to the effective date of this policy the Insured had no knowledge of such Sexual Act or any fact, circumstance, situation or incident involving such Sexual Act which may lead a reasonable person in the Insured's position to conclude that a Claim was likely.

2. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

All other terms and conditions remain unchanged.

3. Section THE EXCLUSIONS L. is deleted.

4. Section THE EXCLUSIONS is amended by the addition of the following exclusions:

This Coverage Part does not apply to:

(i) Any Insured who perpetrates or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury; provided, however, the Company shall defend such Insured and pay Claim Expenses on their behalf unless it is established in fact that such Insured perpetrated such Sexual Act;

(ii) Any manager, supervisor, partner, officer, director or trustee who gains knowledge of any actual or alleged Sexual Act and fails to take reasonable care to prevent a future Sexual Act;

(iii) Any Claim based upon or arising out of any Sexual Act which is perpetrated or alleged to have been perpetrated by an Insured who previously perpetrated or is alleged to have previously perpetrated a Sexual Act, and after a manager, supervisor, partner, officer, director or trustee has gained knowledge of the previously perpetrated or previously alleged to have been perpetrated Sexual Act; or

(iv) Any Claim based upon or arising out of Sexual Injury to any Employee of the Insured.

5. Section LIMITS OF LIABILITY is amended by the addition of the following:

F. Limit of Liability - Sexual Acts Liability Coverage: The total liability of the Company for the combined total of Damages and Claim Expenses for all Claims under Sexual Liability Coverage insured herein is limited to:

1. All Claims Made by Each Claimant

2. All Claims under Sexual Acts Liability Coverage

G. Multiple Sexual Acts: Two or more Sexual Acts against one person shall be deemed to be one Sexual Act and shall be subject to the coverage and limits in effect at the time of the first Sexual Act.

6. Section LIMITS OF LIABILITY B. is amended by the addition of the following:

Subject to Section LIMITS OF LIABILITY F., Limits of Liability - Sexual Acts Liability Coverage, the total liability of the Company under this endorsement for all Damages and Claim Expenses for all Claims insured herein because of Sexual Injury or allegations that the Insured was negligent in hiring, training or supervising any Insured natural person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury shall be part of and not in addition to the Specified Medical Professions Professional Liability Insurance Coverage Part Aggregate Limit of Liability stated in the Declarations, arising out of all Claims first made against the Insured during the Policy Period and the Extend Reporting Period, if exercised.

II. SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART is amended as follows:

1. Section DEFINITIONS is amended by the addition of the following:

Sexual Act means sexual abuse, sexual molestation or sexual exploitation arising out of the conduct of the Insured's Professional Services.

Sexual Injury means bodily injury, sickness, disease, unlawful detention, false imprisonment, humiliation, emotional distress, mental anguish, sexual dysfunction, invasion of right of privacy, assault or battery, solely when arising out of a Sexual Act.

2. Section THE EXCLUSIONS A. is amended by the addition of the following exclusions:

A. With respect to all Coverages, this Coverage Part does not apply to any Claim:

1. Based upon or arising out of:

(i) Any Sexual Injury; or

(ii) Any allegations that the Insured was negligent in hiring, training or supervising any person who perpetrated or is alleged to have perpetrated a Sexual Act resulting in Sexual Injury.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

In consideration of the premium paid, it is hereby understood and agreed that this policy is amended as follows:

Paragraph **E.** Multiple Insureds, Claims and Claimants in Section Limits Of Liability is replaced by the following:

E. Multiple Insureds, Claims and Claimants: The inclusion herein of more than one Insured in any Claim or the making of Claims by more than one person or organization shall not operate to increase the Limits of Liability stated in the Declarations. More than one Claim arising out of a single act, error or omission or a series of related acts, errors or omissions shall be considered a single Claim. All such Claims, whenever made, shall be deemed to be first made on the date on which the earliest Claim arising out of such act, error or omission or series of related acts, errors or omissions are made, or with regard to written notice given to and accepted by the Company pursuant to Section CLAIMS B., Discovery Clause, on the date within the Policy Period on which such written notice of potential Claim is first received by the Company. The only limits of liability applicable to the Claim are the limits of liability in force for the Policy Period during which the initial Claim was first made.

All other terms and conditions remain unchanged.

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MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE PARTS, COVERAGE FORMS, ENDORSEMENTS, OR INSURING AGREEMENTS

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY INSURANCE COVERAGE PART – OCCURRENCE COVERAGE

The following condition is added to the Common Policy Conditions:

Two or More Coverage Parts, Coverage Forms, Endorsements, or Insuring Agreements Issued by the Company

If:

1. Any Coverage Part, coverage form, or endorsement; or

2. More than one Insuring Agreement included in any Coverage Part, coverage form, or endorsement;

that form part of this policy apply to the same Damages or Claim, the maximum limit of liability under all of the Coverage Parts, coverage forms, endorsements, or insuring agreements will not exceed the highest applicable limit of liability under any one Coverage Part, coverage form, endorsement, or Insuring Agreement.

This condition does not apply to Medical Payments coverage, if such coverage applies to Damages or a Claim.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART

A. The following definitions are added to section DEFINITIONS:

Computer System means any information technology or operational technology, including, but not limited to, computers, any software and code residing on such computers, network equipment, hardware, firmware, mainframes, servers, electronic products or components, peripheral devices, data storage devices, and any associated devices or equipment (including computers, hardware, software, and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system) owned or operated by the Insured or any other party.

Cyber Incident means any:

1. Unauthorized access to or use of any Computer System by any means, including, but not limited to, malicious code, virus, malware, ransomware, any other harmful code or program, or threat or hoax or series of connected threats regardless of time and place;
2. Partial or total unavailability or failure or series of related partial failures to access, use, or operate any part of any Computer System or otherwise disrupt its normal functioning or operation;
3. Error or omission or series of related errors or omissions involving access to, processing of, use of, or operation of any part of any Computer System;
4. Denial of service attack which disrupts, prevents, or restricts access to or use of any Computer System or otherwise disrupts its normal functioning or operation;
5. Deceptive, misleading, or deceitful electronic instruction by a third party; or
6. Actual or alleged violations of Data Privacy Legislation.

Data Privacy Legislation means any law, statute, or regulation associated with the control, correction, collection, protection, retention, handling, disposal, processing, disclosure, sharing, sale, maintenance, acquisition, storage, use, or misuse of, or access to, personal data or personally identifiable information, including, but not limited to, any of the following:

1. Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, or the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and their implementing regulations, or protected health-related information under any similar federal, state, local, or foreign law;
2. The Gramm-Leach Bliley Act of 1999 and its implementing regulations;
3. The California Security Breach Notification Act (CA SB 1386) or Massachusetts 201 CMR 17;
4. The Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
5. The Fair Credit Reporting Act;
6. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. §45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;

SPECIMEN

7. The Data Protection Act of 1998 or similar legislation to comply with the European Union Data Protection Directive 95/45/EC of 1995, or the European Union General Data Protection Regulation (GDPR);
8. The New York Cybersecurity Regulation (23 NYCRR Part 500);
9. The California Consumer Privacy Act of 2018; and
10. The Biometric Information Privacy Act.

B. Section THE EXCLUSIONS is amended as follows:

1. The following exclusion is added:

   This Coverage Part does not apply to any Claim resulting from, arising out of, or in connection with an actual or alleged Cyber Incident however, this exclusion does not apply if:

   1. Such a Claim is brought and maintained against an Insured for rendering or failing to render Professional Services;
   2. An Insured would have incurred liability in the absence of liability for the Cyber Incident as a result of rendering or failing to render Professional Services; and
   3. The Damages are otherwise insurable under the laws of the jurisdiction governing interpretation of this policy.

   However, this exclusion shall also not apply to any Health Insurance Portability and Accountability Act (HIPAA) Claim under the **Health Insurance Portability And Accountability Act (HIPPA) - Civil Monetary Penalty Endorsement**, if attached to this policy.

   In no event shall this policy cover business interruption costs, notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, extortion or ransomware payments, reimbursement of fraudulently-induced payments, or public relations expenses arising out of or in connection with a Cyber Incident.
2. Exclusion **E.** is deleted in its entirety.
3. Paragraph **4.** of Exclusion **S.** is deleted in its entirety.

C. If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **B.1.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.

All other terms and conditions remain unchanged.

SPECIMEN

MARKEL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SPECIMEN

TULIP

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE FIREARMS EXCLUSION

A. The following exclusion is added to the Policy:

This insurance does not apply to:

Firearms

"Bodily injury," "property damage," "personal and advertising injury," "injury," "damages," "injury or damage" or medical expenses actually or allegedly caused by, arising out of, based upon, or in any way related to "firearms," including:

1. An act or failure to act by any insured with respect to the prevention or suppression of the use or operation of any "firearms";

2. Negligent

a. Supervising;

b. Hiring;

c. Employing;

d. Training; or

e. Monitoring;

of others by any insured with respect to the prevention or suppression of the use or operation of any "firearms";

3. A failure to warn any person about the threat of any "firearms";

4. A failure to render aid;

5. A failure to notify emergency personnel including, but not limited to, police and emergency medical technicians; or

6. Any obligation to share damages with or repay someone else who must pay damages resulting from items **1.-5.** above.

This exclusion applies regardless of whether any alleged act or omission is committed by the insured, on behalf of the insured, at the direction of an insured, or by or at the direction of any other person or entity.

This exclusion applies regardless of whether any alleged act or omission is on premises owned or occupied by an insured, or owned or occupied by any other person or entity.

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This exclusion applies regardless of the intent or degree of culpability of any insured or of any other person or entity.

This exclusion applies regardless of whether any other cause, event, "occurrence," material or substance contributed concurrently or in any sequence to any alleged "bodily injury," "property damage," "personal and advertising injury," "injury," "damages," "injury or damage" or medical expenses.

This exclusion applies regardless of the legal theory of liability or damages, including but not limited to vicarious liability, violation of any law or statute, criminal act, intentional act or negligence, and including but not limited to causes of action based on hiring, supervision, retention, training, instructing, advising, monitoring, providing security, or procedures or protocols.

B. For purposes of this endorsement, the following definition applies:

"Firearms" includes, but is not limited to, guns, handguns, revolvers, pistols, rifles, shotguns, semi-automatic weapons, stun guns or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

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AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft. Use includes operation and "loading and unloading."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

Wherever a Cancellation Condition for nonpayment of premium is found in the policy, the following is added:

If the insured failed to pay premium charged on a prior policy we issued and payment was due during the current renewal policy term, we may cancel this policy by mailing or delivering to the first Named Insured and mortgagee, if any, written notice of cancellation at least ten (10) days before the effective date of cancellation.

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AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when **b.** below applies.

b. Excess Insurance

(1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion **g.** of Coverage **A (SECTION I);** or

(e) That is valid and collectible insurance available to any insured under any other policy.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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(b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

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Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL ASSAULT AND/OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

The following exclusion is added to the Policy:

A. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," medical payments, "damages" or "injury" directly or indirectly arising out of, caused by, or in any way related to:

1. Assault and/or battery committed by any insured, any "employee" of any insured, or any other person; or

2. The attempt or failure to suppress or prevent assault and/or battery by any person in **1.** above; or

3. Any attempt by any person to avoid, prevent, suppress or halt any actual or threatened assault and/or battery; or

4. The selling, serving or furnishing of alcoholic beverages which results or is alleged to have resulted in an assault and/or battery; or

5. A failure to render aid before, during, or after an assault and/or battery; or

6. A failure to notify authorities or emergency personnel including, but not limited to, police and emergency medical technicians before, during, or after an assault and/or battery; or

7. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Hiring;

e. Training;

f. Monitoring;

g. Reporting to the proper authorities, or failure to so report; or

h. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs **1., 2., 3.** or **4.** above; or

8. Any obligation to share damages with or repay someone else who must pay damages resulting from paragraphs **1.** through **7.** above; or

9. Liability of others assumed by an insured under any contract or agreement, either oral or in writing.

B. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the assault and/or battery.

C. This exclusion applies regardless of whether the perpetrator of the assault and/or battery was in a position of control, dominance or authority over the victim.

D. This exclusion applies to all acts or omissions and all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.

E. This exclusion applies regardless of whether the assault and/or battery was committed using physical force, weapons, firearms, or any combination thereof.

F. With respect to this exclusion, "bodily injury" or "injury" includes mental injury or distress, disability, or sexual dysfunction.

G. We will have no duty to defend any "suit" against any insured seeking injury or damages as a consequence of any assault and/or battery.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NONRENEWAL—FLORIDA

The Cancellation Condition is deleted in its entirety and replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. If this policy has been in effect for ninety (90) days or less and is not a renewal of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:

   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or

   b. Twenty (20) days before the effective date of cancellation, if we cancel for any other reason, except, we may cancel immediately if there has been:

      (1) A material misstatement or misrepresentation; or

      (2) A failure to comply with underwriting requirements established by us.

3. If this policy has been in effect for more than ninety (90) days or is a renewal or continuation of a policy we issued, we may cancel by mailing or delivering written notice of cancellation, including the specific reasons for cancellation, to the first Named Insured at least:

   a. Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or

   b. Forty-five (45) days before the effective date of cancellation, if we cancel for any other reason.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

5. Notice of cancellation by us will state the effective date of the cancellation. The policy period will end on that date.

6. If we fail to mail or deliver our written notice of cancellation to the first Named Insured at least forty-five (45) days or twenty (20) days as required in A.2.b. and A.3.b. above, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.

7. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first

Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following Condition is added to the policy and supersedes any other provision to the contrary:

B. Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, including the specific reasons for nonrenewal, to the first Named Insured at least forty-five (45) days prior to the expiration of the policy.
2. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.
3. If we fail to mail or deliver written notice of nonrenewal to the first Named Insured at least forty-five (45) days prior to the effective date of nonrenewal, the coverage will remain in effect until forty-five (45) days after the notice is given or until the effective date of replacement coverage obtained by the first Named Insured, whichever occurs first. The premium for the coverage shall remain the same during any such extension period.

AUTHORIZED REPRESENTATIVE DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or

2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. "Property damage" to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The "bodily injury" or "property damage" occurs;

(2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or

(3) The offense which caused the "personal and advertising injury" was committed.

3. "Personal and advertising injury" arising out of the following offenses:

a. False arrest, detention or imprisonment; or

b. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

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C. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in Paragraph **C.2.a.**

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Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

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SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. Effective Date: 12:01 A.M., Standard Time

Named Insured Agent No.

Prem. No. Bldg. No.	Class Code	Exposure	Basis
Class Description:			Premises/Operations: Rate / Premium; Products/Comp Operations: Rate / Premium
Prem. No. Bldg. No.	Class Code	Exposure	Basis
Class Description:			Premises/Operations: Rate / Premium; Products/Comp Operations: Rate / Premium
Prem. No. Bldg. No.	Class Code	Exposure	Basis
Class Description:			Premises/Operations: Rate / Premium; Products/Comp Operations: Rate / Premium
Prem. No. Bldg. No.	Class Code	Exposure	Basis
Class Description:			Premises/Operations: Rate / Premium; Products/Comp Operations: Rate / Premium

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SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. _____ Effective Date _____
12:01 A.M., Standard Time

Named Insured _____ Agent No. _____

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	$_____ Products/Completed Operations Aggregate $_____ General Aggregate (other than Products/Completed Operations)
Coverage A—Bodily Injury and Property Damage Liability Damage to Premises Rented to You Limit	$_____ any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability $_____ any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B—Personal and Advertising Injury Liability	$_____ any one person or organization subject to the General Aggregate Limits of Liability
Coverage C—Medical Payments	any one person subject to the Coverage A occurrence and the General Aggregate Limits $_____

Item 2. Description of Business

Form of Business:

❑ Individual ❑ Partnership ❑ Joint Venture ❑ Trust ❑ Limited Liability Company

❑ Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Location of All Premises You Own, Rent or Occupy:

Item 3. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 4. Premiums

Coverage Part Premium:	$
Other Premium:	$
Total Premium:	$

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CLS-SD-1L (8-01)

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III –** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A –** Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A;** and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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COMMON POLICY DECLARATIONS

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

Policy Number _____

Renewal of Number _____

ITEM 1. NAMED INSURED AND MAILING ADDRESS

AGENT NAME AND ADDRESS

Agent No.: _____ Program No.: _____

ITEM 2. POLICY PERIOD From: To: Term:

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description:

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	$
Commercial Property Coverage Part	$
Commercial Crime And Fidelity Coverage Part	$
Commercial Inland Marine Coverage Part	$
Commercial Auto Coverage Part	$
Professional Liability Coverage Part	$
	$
	$
	$
	$
Total Policy Premium	$
	$
	$
Policy Total	$

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

The following exclusion is added to the policy:

This insurance does not apply to:

Communicable Disease

"Bodily injury," "property damage," "personal and advertising injury," or other damages actually or allegedly caused by, arising out of, based upon, or in any way related to the transmission of or exposure to a "communicable disease," or "biological agents" capable of causing a "communicable disease," illness or condition related to any "communicable disease."

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the:

a. Act or failure to act by any insured;

b. Supervising, hiring, employing, training or monitoring of others or care of animals that may be infected with and spread a "communicable disease" or "biological agents";

c. Testing for a "communicable disease" or "biological agents";

d. Failure to prevent the spread of the "communicable disease" or "biological agents"; or

e. Failure to report the "communicable disease" or "biological agents" to authorities as required by local, state or federal law, statute or regulation.

For purposes of this endorsement, the following definitions apply:

"Biological agents" means an infectious agent or its toxins, including but not limited to bacteria, viruses, fungi, parasites, yeasts, molds and other microorganisms, whether man-made or naturally occurring.

"Communicable disease" means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products or toxins from an infected individual or via an animal, vector, or the inanimate environment to an animal or human host.

All other terms, conditions and exclusions remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

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Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS AND EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:**

Contractors Special Conditions

You will obtain current certificates of insurance from all contractors and subcontractors, evidencing such contractors and subcontractors are "adequately insured," including evidence of:

1. Commercial General Liability insurance, including Products/Completed Operations insurance; and

2. Effective dates of coverage that "coincide" with the effective dates of coverage on this policy.

Failure to comply with this condition does not alter the coverage provided by this policy but will result in an additional premium charge.

Should you fail to provide current certificates of insurance from all "adequately insured" contractors at such times as we request to complete a premium audit, a premium charge will be computed by multiplying the "total cost" for all sublet work that fails to meet Contractors Special Conditions, by a rate per $1,000 payroll for the applicable classification of the work performed. If the policy does not contain the applicable classification and rate, we will multiply our usual and customary rate per $1,000 payroll for that classification.

This premium calculation will be made in addition to the premium charged for payroll or gross sales/gross receipts as indicated in the Declarations. The insured's payroll or gross sales/gross receipts will not in any way be reduced.

B. The following is added to paragraph **2. Exclusions**, **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. Exclusions**, **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY,** and paragraph **2. Exclusions**, **SECTION I—COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Security Operations Performed By Contractors or Subcontractors

"Bodily injury," "property damage" or "personal and advertising injury" caused by, arising out of, based upon or in any way related to "security operations" performed by your contractors or subcontractors.

This exclusion does not apply if all of the following criteria are satisfied:

(1) Prior to the "occurrence" which caused the "bodily injury" or "property damage" or prior to the offense which caused the "personal and advertising injury," you obtain current certificates of insurance from all contractors or subcontractors hired to provide "security operations"; and

(2) The certificates of insurance required in Paragraph **(1)** above show such contractors or subcontractors are "adequately insured security contractors," including evidence of:

(a) Commercial General Liability insurance, including Products/Completed Operations insurance; and

(b) Effective dates of coverage that "coincide" with the effective dates of coverage on this policy.

C. For purposes of this endorsement, the following definitions apply:

1. "Adequately insured" means that the contractors or subcontractors that perform operations for you maintain Commercial General Liability insurance, including Products/Completed Operations Liability insurance, for their operations or operations performed for them by others. Such insurance must be in force with minimum limits of insurance that are at least equal to your policy limits shown in the Declarations or $1,000,000 Each Occurrence / $2,000,000 Aggregate.

2. "Adequately insured security contractors" means that the contractors or subcontractors that perform "security operations" for you maintain Commercial General Liability insurance for their "security operations" and "security operations" performed for them by others. Such insurance must be in force with limits of insurance that are at least equal to your policy limits shown in the Declarations or $1,000,000 Each Occurrence / $2,000,000 Aggregate.

3. "Coincide" means that the effective dates of coverage for all policies of all contractors and subcontractors that cover that period of time during which work was performed for you within the effective dates covered by this policy.

4. "Security operations" means duties or activities of an individual or entity hired principally to protect persons or property from injury or harm.

5. "Total cost" means the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions paid.

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

Nationwide®

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

Electronic Smoking Device

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:

a. An "electronic smoking device"; or

b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, cartridge, liquid, flavoring, solutions of any kind, or ingredients therein;

2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph **A.1.b.** of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

B. The following definition is added:

"Electronic smoking device" means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. "Electronic smoking devices" include, but are not limited to, battery-powered:

1. Cigarettes;

2. Pipes;

3. Cigars;

4. Hookahs; and

5. Vaporizers, other than steam or mist inhalers.

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Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusion is added to this policy:

Access to or Disclosure of Biometric Data or Information

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," "damages" or "injury or damage" directly or indirectly arising out of, caused by, based on, or in any way related to any access to or disclosure of any person's or organization's confidential or personal information, including "biometric information."

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others.

This exclusion applies even if the claims against any insured include actual or alleged violation of the responsibilities, obligations or duties imposed by the Illinois Biometric Information Privacy Act of 2008, as amended, the California Consumer Privacy Act of 2018, as amended, or any other similar law, regulation or statute.

For the purposes of this endorsement, the following definition applies:

"Biometric information" means biometric identifiers, or biometric data of any kind relating to biologically unique physical, physiological or behavioral characteristics of an individual, that may be collected or used to identify an individual and/or provide access rights to an individual, including but not limited to deoxyribonucleic acid (DNA), retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry or other unique biological patterns or characteristics that are used to identify a specific individual regardless of how it is captured, converted, stored, or shared.

All other terms, conditions, provisions, and exclusions of the policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES

A. The following exclusions are added to the Policy:

This insurance does not apply to:

1. Asbestos

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to asbestos, asbestos fibers or any product containing asbestos or asbestos fibers;

b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers; or

c. Any fees, fines, costs, or expenses of any nature whatsoever related to or resulting from the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

2. Benzene

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form;

b. Any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity; or

c. Any claim or suit by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing the

"bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses.

3. Bisphenol A (BPA)

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "bisphenol" in any form;

b. The actual, alleged, threatened or suspected presence, respiration, inhalation, existence, ingestion of, or exposure to "bisphenol" or any material, substance, or product containing "bisphenol," however caused and whether direct or indirect, proximate or remote, or concurrently or in any sequence; or

c. Any request, demand, claim, suit or order that you or others abate, test for, monitor, clean up, remove, recall, contain, treat, neutralize, detoxify, remediate, dispose of, or in any way respond to or assess the effects of "bisphenol" or any material, substance, or product containing or suspected of containing "bisphenol."

For the purposes of this exclusion, the following definition applies:

"Bisphenol" means Bisphenol A; any compound, combination, or mixture containing Bisphenol A; any metabolite, derivate, derivative or additive of Bisphenol A; any polycarbonate or resin based on or containing Bisphenol A; and any reaction of Bisphenol A.

4. Brazilian Plywood

"Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to the distribution, installation, use or removal of "plywood" originating from and/or manufactured in Brazil.

For the purposes of this exclusion, the following definition applies:

"Plywood" means a construction material made of thin layers of wood glued or pressed together, including any combination of medium density fibreboard, oriented strand board or particle board.

5. Chromated Copper Arsenate (CCA)

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged or suspected:

(1) Ingestion, inhalation, absorption, presence, or prolonged physical exposure or threat of exposure to Chromated Copper Arsenate (CCA), or any CCA derivative, in any form, or goods or products containing any form of CCA or any CCA derivative;

(2) Use of any form of CCA or any CCA derivative in constructing or manufacturing any good, product or structure;

(3) Removal of any form of CCA or any CCA derivative from any good, product or structure; or

(4) The manufacture, intellectual development, sale, transportation, storage or disposal of CCA, or any CCA derivative, or goods or products containing any form of CCA or any CCA derivative.

b. Loss, cost or expense, including but not limited to defense costs, claim expenses, bonds or fees arising out of any request, demand or order that any insured or others identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize, or mitigate or in any way respond to, or assess the effects of CCA or any CCA derivative; or repair, replace or improve any property as a result of such effects.

c. Loss, cost or expense arising out of any claim or "suit" by or on behalf of a government authority for damages because of identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing, or mitigating, or in any way responding to, or assessing the effects of CCA; or repairing, replacing or improving any property as a result of such effects.

d. This exclusion applies regardless of whether the "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense:

(1) Actually or allegedly arises out of any other cause or event that contributes concurrently or in any sequence to "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses, cost or expense including defects or negligence in design, construction, inspection or materials;

(2) Was caused by the instigation of, or with the direct or indirect involvement of any insured, any insured's employees, additional insureds or other persons on the insured's premises or worksite at any time; or

(3) Was caused by or arose out of the failure at any time of any insured, the insured's employees, additional insureds or other persons on any insured's premises or worksite to supervise or keep the premises or worksite in a safe condition.

6. Electromagnetic Field, Force or Matter

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses actually or allegedly arising out of, caused by, based on, or in any way related to "electromagnetic radiation," including, but not limited to, "electromagnetic radiation" produced or distributed by, or coming from, any type of:

(1) Line or tower used to transmit electrical current of any voltage, such as any power or electrical line or tower, or used to broadcast or transmit any type of signal, including, but not limited to, cellular, radio or television line or tower or any satellite station;

(2) Device that uses, produces, emits, directs, amplifies or conducts "electromagnetic radiation," including, but not limited to, any cellular phone, computer, electric blanket, microwave oven, X-ray machine, laser, range finding equipment, laser-equipped surveying equipment, electrical transformer, antenna, satellite, radar dish or ultraviolet (UV) light;

(3) Radar, radar-guided weapon systems, radar detecting weapon systems, or directed-energy weapon systems, including, but not limited to, any police, military, or weather radar, and any laser, laser weapon systems or high electromagnetic pulse (EMP) weapon systems; or

(4) Imaging equipment, whether used for medical, ground imaging or any other purpose, including, but not limited to, any X-ray, magnetic resonance imaging equipment, or ground-penetrating radar.

b. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses any part of which arises out of, or allegedly arises out of, exposure to or the presence of "radioactive matter" or "radiation" whether alone, or combined with any other substances or factors, whether included in a product or otherwise. This exclusion applies regardless of whether such exposure occurs within or outside a building.

c. This exclusion applies regardless of whether any other cause or factor contributed concurrently or in any sequence to any "bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses.

For the purposes of this exclusion, the following definitions apply:

a. "Electromagnetic radiation" means, but is not limited to, any electrical or magnetic field of 30 Hz to 300 EHz, or any combination of electromagnetic or magnetic fields, radio waves, noise, charges, currents, signals or force of energy, radiation or electricity.

b. "Radiation" or "radioactive matter" means, but is not limited to, ionizing radiation (either directly from unstable atomic nuclei or atoms, or as a consequence of a nuclear reaction), radioactive isotopes, alpha or beta particles or rays, gamma rays, X-rays, photons, nucleons, including protons and neutrons, and electrons.

7. Lead Contamination

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity.

8. Nuclear Damage Liability

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses resulting from "hazardous properties" of "nuclear material," if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury," "property damage", "personal and advertising injury," "damages," "injury or damage" or medical expenses arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, repair, demolition, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

"Bodily injury," "property damage," "personal and advertising injury," "damages" and "injury or damage" include all forms of radioactive contamination of persons or property.

For purposes of this exclusion, the following definitions apply:

a. "Hazardous properties" includes radioactive, toxic or explosive properties.

b. "Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing "spent fuel"; or

(c) Handling, processing or packaging "waste";

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

c. "Nuclear material" means "source material," "special nuclear material" or "by-product material."

d. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

e. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

f. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

g. "Waste" means any waste material:

(1) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(2) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

9. Silica Or Silica-Related Dust

a. "Bodily injury," "property damage," "personal and advertising injury," "damages," "injury or damage" or medical expenses arising out of, caused by, based on, or in any way related to the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

For the purposes of this exclusion, the following definitions apply:

a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

b. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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All other terms and conditions of this Policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. **Description Of Professional Services** Any and all professional exposures
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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EXCLUSION—TOTAL AIRCRAFT, AUTO OR WATERCRAFT WITH LIMITED EXCEPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph **2. Exclusions,** subparagraph **g. Aircraft, Auto Or Watercraft** is deleted in its entirety and replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any and all aircraft, "auto" or watercraft. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the failure to protect persons or property against any aircraft, "auto" or watercraft as a dangerous condition, defect or activity, including any actual or alleged failure to maintain a reasonably safe premises, failure to warn, or failure to provide security or safety measures.

This exclusion applies regardless of whether the aircraft, "auto" or watercraft is owned or operated by or rented or loaned to any insured or any other person or entity.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) Liability assumed under any "insured contract" for the ownership, maintenance or use of a watercraft;

(3) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment."

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(4) Any "customer's auto" while on or next to those premises you own, rent or control that are used for any of the following businesses:

(a) Auto Repair or Service Shops;

(b) Car Washes, but not including self-service Car Washes;

(c) Gasoline Stations;

(d) Tire Dealers; or

(e) Automobile Quick Lubrication Services.

B. For purposes of this endorsement, the following definition applies:

"Customer's auto" means an "auto" on those premises for the purpose of receiving the services normally provided in connection with those businesses but does not include an "auto" owned by or rented or loaned to any insured.

All other terms and conditions of this Policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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FLORIDA POLICYHOLDER NOTICE

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

A. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph **2. Exclusions** of **SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

B. The following is added to Paragraph **2. Exclusions** of **Section I—Coverage B. Personal And Advertising Injury** Liability of the Commercial General Liability Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Personal and advertising injury":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,

but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.

2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.

4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INJURY TO WORKER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to this endorsement, paragraph **e. Employer's Liability** of subsection **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions** of the policy.

This insurance does not apply to:

1. "Bodily injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "bodily injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. An employee of any contractor, subcontractor or sub-subcontractor; or

3. "Bodily injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker" or

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"volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** section **2. Exclusions** of the policy:

This insurance does not apply to:

1. "Personal or advertising injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "personal or advertising injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:

a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;

b. Any contractor, subcontractor or sub-subcontractor hired or retained by or for any insured; or

c. Any employee of any contractor, subcontractor or sub-subcontractor; or

3. "Personal and advertising injury" to the spouse, child, parent, brother or sister of that employee, any contractor, subcontractor, sub-subcontractor or that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all offenses, claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

AUTHORIZED REPRESENTATIVE DATE

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN INJURY OR DAMAGE EXCLUSION— PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

Known Injury Or Damage

This insurance does not apply to "personal and advertising injury" arising from an offense:

a. That occurs during the policy period and, prior to the policy period, an insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or

b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim:

(1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury"; or

(3) Becomes aware by any other means that "personal and advertising injury" has occurred or has begun to occur.

AUTHORIZED REPRESENTATIVE DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01,** the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

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(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02,** the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

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(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

DRAFT

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible
Bodily Injury Liability	$ per claimant
Property Damage Liability	$ per claimant
Personal and Advertising Injury Liability	$ per claimant

1. Our obligation under the Bodily Injury Liability, Property Damage Liability, Personal and Advertising Injury Liability coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages, and the Limits of Insurance applicable to Each Occurrence or offense for such coverages will be reduced by the amount of such deductible. Aggregate Limits for such coverages shall not be reduced by the application of such deductible amount.

2. The deductible amounts apply to damages and "loss adjustment expenses."

   "Loss Adjustment Expenses" means the expenses which are incurred in conjunction with the defense, adjustment or settlement of claims made under any one of the policies and which are allocable to such claims according to generally accepted insurance industry practices; such expenses include, but are not limited to, expenditures for legal costs, attorneys fees, investigations, experts, independent adjustment services, and expenses incurred in obtaining recovery against any third party.

3. The deductible amounts stated in the Schedule above apply, respectively:

   a. Under the Bodily Injury Liability Coverage to all damages because of "bodily injury" sustained by one person;

   b. Under the Property Damage Liability Coverage to all damages because of "property damage" sustained by one person, organization or association; and

   c. Under the Personal and Advertising Injury Liability coverage to all damages sustained by one person, organization or association;

   as the result of any one "occurrence" or offense.

4. The terms of this insurance, including those with respect to our right and duty to defend any "suits" seeking those damages and your duties in the event of an "occurrence," offense, claim or "suit," apply irrespective of the application of the deductible amount.

5. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

DRAFT

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

Manuscript-Title MANUSCRIPT ENDORSEMENT A
Manuscript-Description 1. AMES PARK 173 SOUTH BEACH
2. ARROYO OAKS PARK NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II 701 HAMMOCK LANE
5. DIX RIVERFRONT PARK EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREETLAND THE HALIFAX RIVER
12. INDIAN MOUND PARK NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK 700 HULL ROAD
15. ORMOND PARKWAY PARK BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. Bailey River Bridge / Gardens Park Building NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III 700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK 176 DIVISION AVENUE
27. CENTRAL PARK I 601 FELMING AVENUE
28. WEST ORMOND PARK NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. Nova Community Park and Community Center 440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX 700 HULL ROAD
"31. CASEMENTS CAMPUS CASEMENTS CULTURAL ENRICHMENT CENTER
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT)" 25 RIVERSIDE ROAD
32. CITY HALL PLAZA 22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK 78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM 78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER 399 NORTH US #1
36. RIVERBEND NATURE PARK AIRPORT RD
37. SENIOR CITIZENS CENTER 351 ANDREWS STREET
38. Birthplace of Speed 21 Ocean Shore Blvd, Ormond Beach FL 32176
39. Firehouse Park 364 S Atlantic Ave, Ormond Beach FL 32176
40. Haas Park 902 W Granada Blvd, Ormond Beach FL 32174
41. Main Street Park 34 W Granada Blvd, Ormond Beach FL 32174
42. Milton W Pepper Park 6 Bayberry Court, Ormond Beach FL 32176
43. Environmental Discovery Center 601 Division Avenue Ormond Beach FL 32174

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

Manuscript-Title MANUSCRIPT ENDORSEMENT B

Manuscript-Description

EVENT ATTENDEES FLAT CHARGE PER DAY
ANNIVERSARY PARTY ART/CRAFT SHOW AUCTION AUTO SHOW
BABY SHOWER BINGO BIRTHDAY PARTY CONVENTION
DANCE (OVER AGE 21) EASTER EGG HUNT EXHIBITION FUNERALS
MEETINGS (INCLUDING MEMORIAL SERVICE) PAGEANT PICNIC
RECITAL (MUSIC, DANCE, SINGING) REUNION (FAMILY & SCHOOL)
SEMINAR SPEAKING ENGAGEMENTS TALENT SHOW
THEATRICAL PERFORMANCES TRADE SHOW WALK-A-THON
WEDDING AND/OR RECEPTION
1--75 $40.00
76-175 $60.00
176-260 $85.00
261-350 $110.00
351-450 $135.00
451-600 $160.00
OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT ATTENDEES FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG) BANQUET AND COMMUNION
CONCERT (OTHER THAN ALTERNATIVE, ROCK, HIP HOP, HEAVY METAL, RAP, GOTHIC)
FISHING TOURNAMENT REUNION RUMMAGE SALE
1-140 $60.00
141-200 $85.00
201-285 $110.00
286-350 $135.00
351-425 $160.00
426-500 $185.00
501-600 $210.00
OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT ATTENDEES FLAT CHARGE PER DAY
MARTIAL ARTS EVENT 1-115 $60.00
116-175 $85.00
176-230 $110.00
231-290 $135.00
291-350 $160.00
351-400 $185.00
401-500 $210.00
501-600 $235.00
OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

DRAFT

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

Manuscript-Title MANUSCRIPT ENDORSEMENT C
Manuscript-Description SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT
ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY
PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS
SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

DRAFT

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

Manuscript-Title MANUSCRIPT ENDORSEMENT D

Manuscript-Description IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING:
THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

DRAFT

AUTHORIZED REPRESENTATIVE DATE

UTS-3g (3-92)

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

MINIMUM PREMIUM _____**%**

Item **5.b.** of the **Premium Audit** condition under **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, SECTION IV—LIQUOR LIABILITY CONDITIONS** and **SECTION IV—PRODUCTS/ COMPLETED OPERATIONS LIABILITY CONDITIONS** is amended to read:

b. The advance premium for this Coverage Part is a deposit premium only. The final premium shall be subject to audit. At the close of each audit period we will compute the earned premium for that period. Any audit premiums are due and payable to us on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. In the event the first Named Insured fails or refuses to allow our representative to audit your books and records, we may unilaterally charge a final premium for the Policy Period at double the minimum or advance premium, whichever is greater, and such final premium shall be immediately due and payable on notice to the first Named Insured.

For purposes of this endorsement, the terms advance premium, earned premium, and minimum premium are defined as follows:

Advance Premium—the premium that is stated in the applicable initial policy Declarations or Renewal Certificate and payable in full by the first Named Insured at the inception of each Policy Period.

Earned Premium—the premium that is developed by applying the rate(s) scheduled in the policy to the actual premium basis for the audit period.

Minimum Premium—the lowest premium for which this insurance will be written for the Policy Period stated in **Item 2.** of the Declarations of the applicable initial policy or subsequent Renewal Certificate. This minimum premium is equal to 100% (unless a different percentage [%] is shown in the Schedule above) of the advance premium including any premium adjustments made by endorsement to this policy during the Policy Period. Premium adjustments do not include the audit premium developed for the Policy Period stated in **Item 2.** of the Declarations.

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than _____ of the premium.

DRAFT

_____ / _____

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph **2. Exclusions** of **SECTION I—COVERAGES PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"PFC/PFAS"

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS"; or

b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS" by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

B. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

"PFC/PFAS"

a. "Personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS"; or

b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring,

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cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS," by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such injury or damage. This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

C. The following definition is added to **SECTION V—DEFINITIONS:**

"PFC/PFAS" means:

a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or

b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

All other conditions and provisions of the policy remain unchanged by this endorsement.

AUTHORIZED REPRESENTATIVE DATE

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Freedom Specialty Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Insurance Company
Scottsdale Surplus Lines Insurance Company

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

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IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

The Note below applies for risks in these states: California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy. Please select one of the checkboxes below.

	I hereby elect to purchase certified terrorism coverage for a premium of $ _____ . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 may terminate on December 31, 2027. Should that occur my coverage for terrorism, as defined by the Act, will also terminate.
	I hereby reject the purchase of certified terrorism coverage.

_____ _____

Policyholder/Applicant's Signature | Named Insured/ Business Name

_____ _____

Print Name | Policy Number, if available

_____

Date

DRAFT

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT

The following is added to the Premium Audit provision:

If the first Named Insured fails or refuses to provide documentation adequate to determine the apportionment of exposures by class code, we may unilaterally apply all exposures to the class code with the highest rate stated in the policy including any class code adjustments made by endorsement.

AUTHORIZED REPRESENTATIVE DATE

DRAFT

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

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AUTHORIZED REPRESENTATIVE DATE

Forms and Endorsements

Common Policy

NOTS0381FL 07-09 FLORIDA POLICYHOLDER NOTICE

NOTX0178CW 03-16 CLAIM REPORTING INFORMATION

NOTX0423CW 12-20 POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

UTS-COVPG 03-21 COVER PAGE

OPS-D-1-0117 01-21 COMMON POLICY DECLARATIONS

UTS-126L 10-93 SCHEDULE OF TAXES, SURCHARGES OR FEES

UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS

UTS-SP-3 08-96 SCHEDULE OF LOCATIONS

IL 00 17 11-98 COMMON POLICY CONDITIONS

UTS-29-FL 06-97 CANCELLATION AND NONRENEWAL-FLORIDA

UTS-3g 03-92 MANUSCRIPT ENDORSEMENT

Manuscript-Title MANUSCRIPT ENDORSEMENT B

Manuscript-Description EVENT ATTENDEES FLAT CHARGE PER DAY
ANNIVERSARY PARTY 1--75 $40.00
ART/CRAFT SHOW 76-175 $60.00
AUCTION 176-260 $85.00
AUTO SHOW 261-350 $110.00
BABY SHOWER 351-450 $135.00
BINGO 451-600 $160.00
BIRTHDAY PARTY
CONVENTION
DANCE (OVER AGE 21)
EASTER EGG HUNT
EXHIBITION
FUNERALS
MEETINGS (INCLUDING MEMORIAL SERVICE)
PAGEANT
PICNIC
RECITAL (MUSIC, DANCE, SINGING)
REUNION (FAMILY & SCHOOL)
SEMINAR
SPEAKING ENGAGEMENTS
TALENT SHOW
THEATRICAL PERFORMANCES
TRADE SHOW
WALK-A-THON
WEDDING AND/OR RECEPTION

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL

EVENT ATTENDEES FLAT CHARGE PER DAY
ANIMAL SHOW (CAT/DOG) 1-140 $60.00
BANQUET AND COMMUNION 141-200 $85.00
CONCERT (OTHER THAN ALTERNATIVE, ROCK, HIP HOP, HEAVY METAL, RAP, GOTHIC) 201-285 $110.00
FISHING TOURNAMENT 286-350 $135.00
REUNION 351-425 $160.00
RUMMAGE SALE 426-500 $185.00
501-600 $210.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

EVENT ATTENDEES FLAT CHARGE PER DAY
MARTIAL ARTS EVENT 1-115 $60.00
116-175 $85.00

Forms and Endorsements

176-230 $110.00
231-290 $135.00
291-350 $160.00
351-400 $185.00
401-500 $210.00
501-600 $235.00

OVER 600 ATTENDEES PLEASE SUBMIT INFORMATION TO AGENT FOR PRICING AND APPROVAL.

UTS-3g 03-92 MANUSCRIPT ENDORSEMENT

Manuscript-Title MANUSCRIPT ENDORSEMENT A

Manuscript-Description 1. AMES PARK 173 SOUTH BEACH
2. ARROYO OAKS PARK NW CORNER OF ARROYO PARKWAY & RIDGEWOOD AVENUE
3. CASSEN PARK SW CORNER OF GRANADA BRIDGE
4. CENTRAL PARK II 701 HAMMOCK LANE
5. DIX RIVERFRONT PARK EAST END OF DIX AVE ON HALIFAX RIVER
6. FORTUNATO PARK NE CORNER OF GRANADA BRIDGE
7. GRANADA FISHING PIER SW CORNER OF GRANADA BRIDGE
8. GRANADA OCEAN FRONT PARK NE CORNER OF GRANADA BOULEVARD & OCEANSHORE BLVD
9. HALIFAX PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER, OPPOSITE WEST END OF HALIFAX DRIVE
10. HOSPITAL GARDENS PARK CORNER OF NOVA ROAD AND KINGS ROAD
11. HUGUENOT PARK EAST END OF MELROSE AVENUE BETWEEN NORTH BEACH STREETLAND THE HALIFAX RIVER
12. INDIAN MOUND PARK NW CORNER OF MOUND AVENUE AND SOUTH BEACH STREET
13. NEPTUNE PARK BETWEEN JOHN ANDERSON DRIVE AND HALIFAX RIVER
14. OPTIMIST PARK 700 HULL ROAD
15. ORMOND PARKWAY PARK BETWEEN ORMOND PARKWAY AND HALIFAX RIVER, OPPOSITE ORMOND PARKWAY
16. PLAZA GRANDE PARK PLAZA GRANDE, BETWEEN RIVIERA PARK AND RIVIERA HOTEL
17. Bailey River Bridge / Gardens Park Building NE CORNER OF GRANADA BRIDGE
18. RIVIERA PARK SOUTH BEACH STREET AT SOUTH CITY LIMITS
19. SANTA LUCIA PARK EAST END OF SANTA LUCIA AVENUE BETWEEN OAK FOREST DRIVE AND THE HALIFAX RIVER
20. VANDER PARK SEMINOLE AVENUE BETWEEN CARIB DRIVE AND SETON TRAIL ADJACENT TO HILLSIDE CEMETERY
21. WOODMERE PARK CORNER OF SANCHEZ AVENUE AND NORTH RIDGEWOOD AVENUE
22. CENTRAL PARK III 700 HAMMOCK LANE
23. O B MIDDLE SCHOOL PARK DOMICILLO AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
24. OSCEOLA SCHOOL PARK OSCEOLA AVENUE, LEASED PROPERTY FROM SCHOOL BOARD
25. SANCHEZ PARK WEST END OF SANCHEZ AVENUE, EAST OF STRICKLAND CREEK
26. SOUTH ORMOND NEIGHBORHOOD PARK 176 DIVISION AVENUE
27. CENTRAL PARK I 601 FELMING AVENUE
28. WEST ORMOND PARK NE CORNER OF SR 40 & PROPOSED EXTENSION OF AIRPORT ROAD
29. Nova Community Park and Community Center 440 NORTH NOVA ROAD
30. ORMOND BEACH SPORTS COMPLEX 700 HULL ROAD
"31. CASEMENTS CAMPUS CASEMENTS CULTURAL ENRICHMENT CENTER
ROCKEFELLER PARK AND GARDENS (ACROSS FROM CASEMENTS)
ORMOND BEACH TENNIS CENTER (ADJACENT TO CASEMENT)" 25 RIVERSIDE ROAD
32. CITY HALL PLAZA 22 SOUTH BEACH STREET
33. MEMORIAL GARDENS PARK 78 EAST GRANADA BOULEVARD
34. ORMOND MEMORIAL ART MUSEUM 78 E GRANADA BOULEVARD
35. O B PERFORMING ARTS CENTER 399 NORTH US #1
36. RIVERBEND NATURE PARK AIRPORT RD
37. SENIOR CITIZENS CENTER 351 ANDREWS STREET
38. Birthplace of Speed 21 Ocean Shore Blvd, Ormond Beach FL 32176
39. Firehouse Park 364 S Atlantic Ave, Ormond Beach FL 32176
40. Haas Park 902 W Granada Blvd, Ormond Beach FL 32174
41. Main Street Park 34 W Granada Blvd, Ormond Beach FL 32174
42. Milton W Pepper Park 6 Bayberry Court, Ormond Beach FL 32176
43. Environmental Discovery Center 601 Division Avenue Ormond Beach FL 32174

UTS-3g 03-92 MANUSCRIPT ENDORSEMENT

Manuscript-Title MANUSCRIPT ENDORSEMENT D

Forms and Endorsements

Manuscript-Description IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS UNDERSTOOD AND AGREED TO THE FOLLOWING:
THIS POLICY APPLIES ONLY TO SPECIFIC EVENTS HELD AT LOCATION OWNED BY THE CITY OF ORMOND BEACH AND SCHEUDLE OF ENDT A, HELD BY A DESIGNATED PERMITTEE OR LICENSEE, AND FOR WHICH A PREMIUM HAS BEEN PAID.

A DESIGNATED PREMITTEE OR LICENSEE IS ONE WHO HAS BEEN RECORDED WITH THE CITY OF ORMOND BEACH AS A RENTER OF FACILITIES OWNED BY THE CITY OF ORMOND BEACH FOR A SHORT-TERM EVENT

PYROTECHNICIANS ARE SPECIFICALLY ECLUDED FROM ALL LIABILITY COVERAGE UNDER THIS POLICY.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING OUT OF THE USE OF A SKATEBOARD TRAIL OR FACILITY IS EXCLUDED.

ANY BODILY INJURY OR PROPERTY DAMAGE LIABILITY CLAIM ARISING FROM ANY PERSON WHILE HORSEBACK RIDING IS EXCLUDED.

ALL OEPRATIONS OF AMUSEMENT RIDES MUST PROVIDE THE INSURED WITH AT LEAST $1,000,000 LIABILITY CERTIFICATE OF INSURANCE WITH A "BEST" RATING OR B+ OR BETTER INSURANCE COMPANY.

IN CONSIDERATION OF THE COVERAGE EXTENDING FOR THIS RISK, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PREMIUM CHARGED, SHALL BE A DEPOSIT, AND SHALL BE ADJUSTED FOR THE 12 MONTHS EXTENSION RATE SCHEDULE (ENDT B)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE LICENSEES AND PREMITTEES ARE RESPONSIBLE FOR THE PAYMENT OF THE $250 DEDUCTIBLE.

UTS-3g 03-92 MANUSCRIPT ENDORSEMENT

Manuscript-Title MANUSCRIPT ENDORSEMENT C

Manuscript-Description SUBMIT INFORMATION FOR APPROVAL/PRICING TO AGENT

ANY EVENT NOT LISTED IN RATE SCHEDULE
ATHLETIC/SPORT EVENTS OR PRACTICES
BOAT RACE
CARNIVAL/CIRCUS
CONCERT
DANCE FOR UNDER AGE 21
FAIR
FESTIVAL
FIREWORKS DISPLAY
FIREWORKS STAND
FUND RAISER
GRAUDUATION CEREMONY
GRADUATION PARTY
HEALTH FAIR
HOCKEY (ICE OR ROLLER)
HOT AIR BALLOONING
MEDICAL TESTING
MOTOR VEHICLE EVENTS
PARADES
POLICTICAL PARTY
RENAISSANCE FESTIVALS
ROAD RALLY
SOAPBOX DERBY
PROHIBITED EVENTS
BUNGEE JUMPING
CONCERT-ALTERNATIVE, HARD ROCK, HIP-HOP, HEAVY MENTAL, RAP, GOTHIC
FRATERNITY PARTY
GUN SHOWS
HORSEBACK RIDING
MUNICIPALITY SPONSORED EVENTS
PAINTBALL GAME
PROFESSIONAL OR SEMI-PROFESSIONAL ATHLETIC EVENTS
PRO-CHOICE AND/OR RIGHT-TO-LIFE RALLY
SCHOOL SPONSORED EVENTS

Forms and Endorsements

SCUBA DIVING EVENT
SORORITY EVENT
SKYDIVING EVENT
WAR GAME
WRESTLING MATCH

UTS-496 06-19 MINIMUM EARNED CANCELLATION PREMIUM

UTS-9g 06-22 SERVICE OF SUIT CLAUSE

Commercial Liability

CLS-SD-1L 08-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

CG 00 01 04-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 20 13 12-19 ADDITIONAL INSURED-STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

CG 21 06 12-23 EXCLUSION-ACCESS OF DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

CG 21 16 04-13 EXCLUSION-DESIGNATED PROFESSIONAL SERVICES

Description Of Professional Services
Any and all professional exposures

CG 21 44 04-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

Premises 22 S Beach St, Ormond Beach, FL 32174
Project Or Operation N/A

CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION

CG 21 73 01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

CG 24 26 04-13 AMENDMENT OF INSURED CONTRACT DEFINITION

CG 40 12 12-19 EXCLUSION - ALL HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE, ITS VAPOR, COMPONENT PARTS, EQUIPMENT AND ACCESSORIES

CG 40 15 12-20 CANNABIS EXCLUSION WITH HEMP EXCEPTION

GLS-106s 12-13 TOTAL LIQUOR LIABILITY EXCLUSION

GLS-152s 08-16 AMENDMENT TO OTHER INSURANCE CONDITION

GLS-278s 01-06 INJURY TO WORKER EXCLUSION

GLS-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION-PERSONAL AND ADVERTISING INJURY

GLS-341s 08-12 HYDRAULIC FRACTURING EXCLUSION

GLS-457s 10-14 AIRCRAFT EXCLUSION

GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT

GLS-570 05-23 CONTRACTORS SPECIAL CONDITIONS

GLS-5s 04-08 SPECIAL EVENT PARTICIPANT EXCLUSION

GLS-623 10-21 TOTAL ASSAULT AND/OR BATTERY EXCLUSION

Forms and Endorsements

GLS-666 06-22 PFC/PFAS EXCLUSION

GLS-690 03-23 EXCLUSION-TOTAL AIRCRAFT, AUTO OR WATERCRAFT WITH LIMITED EXCEPTIONS

GLS-94s 06-15 BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT (PER CLAIMANT)

UTS-180g 07-23 COMMUNICABLE DISEASE EXCLUSION

UTS-365s 02-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION

UTS-428g 11-12 PREMIUM AUDIT

UTS-611 07-22 EXCLUSION-BIOMETRIC INFORMATION

UTS-632 03-23 EXCLUSION-DESIGNATED CHEMICALS, COMPOUNDS, ENERGY, MATERIAL OR SUBSTANCES

UTS-650 09-23 ABSOLUTE FIREARMS EXCLUSION

UTS-74g 08-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. _____ Effective Date _____
12:01 A.M. Standard Time

Named Insured _____ Agent No. _____

DRAFT

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF LOCATIONS

Policy No. _____ Effective Date _____
12:01 A.M. Standard Time

Named Insured _____ Agent No. _____

Prem. No.	Bldg. No.	Designated Premises (Address, City, State, Zip Code)	Occupancy

DRAFT

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF TAXES, SURCHARGES OR FEES

Policy No.

Effective Date:
12:01 A.M., Standard Time

Named Insured

Agent No.

DRAFT

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

_____

_____

_____

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

_____

_____

_____

_____ /

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EVENT PARTICIPANT EXCLUSION

This policy does not apply to "bodily injury," "property damage" or "personal and advertising injury" to any "participant" arising out of:

1. The practicing for or participation in any athletic event, contest, game, demonstration, exhibition, theatrical or musical performance, race or show covered by this policy; or
2. The use of any amusement device operated by you or on your behalf.

For purposes of this endorsement, "participant" shall include performers, stagehands, volunteers, drivers, setup crew, pit-crew and other persons located in the pit area, security personnel, mechanics, stewards, officials or attendants, or any other person taking part in paragraphs 1. or 2. of this endorsement.

DRAFT

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **Exclusion 2.c.** of **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

c. Liquor Liability

(1) "Bodily injury" or "property damage" for which any insured or an indemnity of the insured may be held liable by reason of:

(a) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

(2) Paragraph **(1)** applies even if the claims or "suits" against any insured or an indemnity of the insured allege negligence or other wrongdoing in the:

(a) Supervision, hiring, employment, training or monitoring of others who are manufacturing, distributing, selling, serving or furnishing alcoholic beverage; or

(b) Providing or failing to provide transportation to any person that may be under the influence of alcohol.

AUTHORIZED REPRESENTATIVE DATE

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At Global Aerospace, how w handle you claim is one way we can make the greatest difference to you. Our claims philosophy is to work closely with our customers to resolve claims promptly and efficiently. We never forget that we are judged by how well we respond to our customers' needs. Our reputation reflects our strong commitment to this responsibility.

Your insurance agent or broker can assist you with prompt reporting of all claims to expedite quick settlement and assure proper protection of your interests.

Global Aerospace maintains regional offices across the country and our seasoned claims professionals have a unique blend of aviation and insurance knowledge. In event of a loss, our expert advice and assistance will be immediately available to expedite repairs to damaged UAS and to advise regarding any legal liability. Global Aerospace claims staff has the expertise, experience and authority to handle your claim.

Your insurance agent or broker and the Global Aerospace UAS Claims Office should be notified immediately of the full details of any loss:

Sample

For Claims Service Contact:

Global Aerospace, Inc.
7400 W 110th Street
Suite 500
Overland Park, Kansas 66210

Phone: 913-451-9660
or
888-228-2281

e-mail: uasclaims@global-aero.com

This notice is provided to assist you in reporting a claim. It is not part of your policy, and neither this notice nor prompt reporting guarantees coverage or compliance with the terms and conditions of your policy. You are therefore urged to read your entire policy, and consult with your agent or broker for a full explanation of coverage.

Privacy Statement

Global Aerospace, Inc. is the underwriter of your aircraft insurance policy.

A new federal law requires financial services companies, such as banks and insurance companies, to provide their customers with a written statement explaining how their personal information is collected and used.

Your privacy has always been important to Global Aerospace. For that reason we do not sell or share your personal information to any other organization for marketing purposes.

Thank you for choosing Global Aerospace as your provider of aircraft insurance. We appreciate your business, and will continue to protect your privacy and the confidentiality of your information.

Global Aerospace Inc. appreciates the trust you placed in us when you asked us to underwrite your aircraft insurance. We are committed to protecting your private personal information. Global Aerospace does not sell your personal information to other companies.

Information We Have About You

We collect personal information about you from several sources:

- Information we receive from you or your insurance broker or agent on applications or other forms, and
- Information about your transactions with us, such as your payment and claims history.

How We Protect Your Personal Information

We treat your personal information with respect for your privacy. We do not disclose your personal information (whether you are a current or former customer) to anyone, except as permitted by law. Examples of circumstances when we are permitted by law to share your personal information are:

- We may share your information with our affiliated companies – the other companies that make up the Global Aerospace group, and
- We may also disclose your personal information to companies that perform services on our behalf – such as a claim adjusting company that may contact to you if you have filed a claim.

Questions

If you have any questions about our privacy practices and procedures, please do not hesitate to call us at 1-973-490-8500.

Sample

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

THROUGH

GLOBAL AEROSPACE, INC.

115 Tabor Road
Suite 3A
Morris Plains, NJ 07950
(973) 490-8500

Sample

FOR

Specimen Policy 2018

ARRANGED BY:

GLOBAL AEROSPACE INC
115 Tabor Road
Suite 3A
Morris Plains, NJ 07950

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

GUIDE TO THE PROVISIONS OF YOUR POLICY

PROVISION **PAGE**

This guide has been prepared to help you in reading your policy. It is not a part of the policy nor does it make reference to all of the provisions which might affect your insurance. You are therefore urged to read the entire policy carefully.

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sample

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

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AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT SYSTEMS

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Sample

AVIATION INSURANCE POLICY
UNMANNED AIRCRAFT

POLICY NUMBER:
9001414

DECLARATIONS

The insurance afforded by this policy is provided by separate insurers described below and hereinafter referred to as "we", "us" or "our." The liability of these insurers is several and not joint and is specifically set out below.

THE INSURERS

American Alternative Insurance Corporation	Wilmington, Delaware	44.96%
American Commerce Insurance Company	Columbus, Ohio	10.00%
Mitsui Sumitomo Insurance Company of America	New York, New York	9.28%
National Indemnity Company of the South	Jacksonville, Florida	23.39%
Tokio Marine America Insurance Company	New York, New York	12.37%

Item 1. (a) NAMED INSURED: Specimen Policy 2018

(b) ADDRESS OF NAMED INSURED: ONE SYLVAN WAY
PARSIPPANY, NJ 07054

Item 2. POLICY PERIOD:

From October 01, 2018 to October 01, 2019

This insurance shall commence and cease on the dates shown at 12:01 A.M. local time at the address of the Named Insured shown in Item 1 (b) above.

Sample

Item 3. LIMITS OF INSURANCE:

The limits of the insurance afforded by this policy are:

PART I - LIABILITY

1. Each ***Occurrence*** Limit: $1,000,000

2. Each ***occurrence*** sub-limit and deductible applicable to damaged property:

   Damage to ***Cargo*** Limit: NIL

   Cargo Deductible: NIL

   The sub-limit described above is part of and not in addition to the Each ***Occurrence*** Limit.

3. Supplementary payment limits for emergencies and search and rescue operations related to ***scheduled aircraft***:

   (a) NIL is the most we will pay for expenses incurred under an emergency condition for:

   (1) Application of foam on a runway;

   (2) Fire and crash control and rescue; or

   (b) The lesser of NIL or the ***insured value*** of the ***scheduled aircraft*** is the most we will pay for repositioning expenses incurred following a landing made under emergency conditions at a location where a safe takeoff cannot be made.

   (c) NIL is the most we will pay for expenses incurred for search and rescue operations.

Sample

PART 2 - PHYSICAL DAMAGE

***Scheduled Aircraft*:**

(a) Subject to Paragraph (b) below, the limit of insurance for a ***scheduled aircraft*** is its ***insured value***, less any applicable deductible.

(b) The ***insured value*** of any ***newly acquired aircraft*** or any ***scheduled aircraft*** modified during the policy period is subject to the Maximum ***Insured Value*** Limit which shall be the highest ***insured value*** of any ***scheduled aircraft*** insured at the time such ***newly acquired aircraft*** is acquired or such modified ***scheduled aircraft*** is modified.

Item 4. DESCRIPTION OF INSURED AIRCRAFT:

The insurance afforded is only as respects the ***scheduled aircraft*** shown in the Aircraft Schedule(s) made part of this policy and to any ***newly acquired aircraft***.

Item 5. AIRCRAFT USE:

All operations of the Named Insured.

Item 6. PILOTS:

The policy shall not apply while a ***scheduled aircraft*** is in ***flight*** unless the ***pilot in command*** is approved by the Named Insured.

Item 7. COVERAGE TERRITORY:

Worldwide

Item 8. POLICY ISSUING OFFICE:

This policy has been issued on our behalf through:

Global Aerospace, Inc
One Sylvan Way
Third Floor
Parsippany, NJ 07054

Reports or notices required to be made by you or any other insured to the Policy Issuing Office are to be made to this organization at the address shown.

Item 9. PREMIUM:

Total Premium at Inception:	$931
NJ Surcharge:	$6

The premium and rates for all aircraft insured by this policy, other than ***newly acquired aircraft***, are as have been agreed upon. As respects ***newly acquired aircraft*** or the modification of a ***scheduled aircraft***, the premium and rates applying shall be as agreed upon between the first Named Insured and us.

Sample

This policy is completed by attachment of form UAS, the Aircraft Schedule(s) described in Item 4 and the following endorsements made part of this policy on its effective date:

UASA121
UASA125
UASC022
UASC023
UASC025
UASC036
UASC039
UASC061
UASC064
UASC066
UASC095
UASC096
UASC097
UASC041
UASN015
UASN004
UASD004
UASS048

Sample

IN WITNESS WHEREOF, we have caused this policy to be executed on our behalf by Global Aerospace, Inc., but this policy shall not be valid unless signed by a duly authorized representative of Global Aerospace, Inc.



Kerry Roach, Secretary
Global Aerospace, Inc.



Jeffrey S. Bruno, President
Global Aerospace, Inc.



Countersignature (Where Required)

For Global Aerospace, Inc.

AIRCRAFT SCHEDULE
(For Owned or Leased Aircraft)

1. Description of Aircraft:

Please note: ***Physical Damage*** deductibles expressed in percent format are percentages of the ***Insured Value***.

Year, Make and Model	Identification Number	***Insured Value*** (100%)	Deductibles ***In Motion***	Deductibles Not ***In Motion***
2016 DJI INNOVATIONS INSPIRE 1	FA3W91838	$1,000	5.0%	5.0%

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This schedule is effective: October 1, 2018

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

By:

UASSA (May 1, 2016)

Various provisions in this policy may restrict or limit coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. The Declarations, these provisions and any attached Aircraft Schedules and endorsements complete the policy.

Throughout this policy:

1. Words and phrases that appear in ***bold italicized*** type have special meaning (Refer to SECTION VI - DEFINITIONS);
2. The words "we", "us" and "our" refer to the insurers providing this insurance;
3. The word "insured" means the persons or organizations qualifying as such under SECTION III – WHO IS AN INSURED;
4. The words:
   (a) "First Named Insured" refer only to the first person or organization shown in Item 1 of the Declarations;
   (b) "Named Insured" refer to each person or organization shown in Item 1 of the Declarations;
   (c) "You" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy; and
5. If:
   (a) Newly formed or acquired organizations are not included in the description of the Named Insured in Item 1 of the Declarations, and
   (b) During the policy period, a Named Insured forms or acquires any organization other than a partnership, joint venture, or limited liability company,

   the words "Named Insured," "you" and "your" shall refer in like manner to any such organization formed or acquired by a Named insured. However, insurance afforded by this policy (1) applies only if there is no other insurance, similar to the insurance afforded by this policy, available to the newly formed or acquired organization and (2) continues only until the 60th day after the organization's formation or acquisition or the end of the policy period, whichever is earlier.

   The insurance afforded by this policy as respects any newly formed or acquired organization applies only to ***bodily injury*** or ***property damage*** that occurs and ***physical damage*** sustained after the organization's formation or acquisition.

Sample

SECTION I - COVERAGES

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made part of this policy, subject to all of the terms of this policy including the applicable limits of insurance, we agree with you as respects those coverages shown in Item 3 of the Declarations as follows:

PART 1 - LIABILITY

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement.**

   (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of the ownership, maintenance, or use of a ***scheduled aircraft.***

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We will have the right and duty to defend the insured against any ***suit*** seeking those damages. However, we will have no duty to defend the insured against any ***suit*** seeking damages for ***bodily injury*** or ***property damage*** to which this insurance does not apply or when this insurance is excess. We may, at our discretion, investigate any ***occurrence*** and settle any claim or ***suit*** that may result. But, the amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

(b) Our obligation to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in this policy. The terms of this insurance apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effect settlement of any claim or ***suit*** and, upon notification that we have made any such payment, the first Named Insured shall promptly reimburse us for any deductible amount we paid.

(c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in SUPPLEMENTARY PAYMENTS below.

2. **Exclusions.**

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage A.

This insurance does not apply to:

(a) EXPECTED OR INTENDED INJURY

Bodily injury or ***property damage*** expected or intended from the standpoint of the insured. This exclusion (a) does not apply to ***bodily injury*** or ***property damage*** resulting from the use of reasonable force to protect persons or property.

(b) CONTRACTUAL LIABILITY

Bodily injury or ***property damage*** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion (b) does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an ***insured contract***, provided the ***bodily injury*** or ***property damage*** occurs subsequent to the execution of the contract or agreement.

(c) WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the insured or any carrier as the insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

(d) EMPLOYER'S LIABILITY

Bodily injury to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (d) (1) above.

This exclusion (d) applies:

(A) Whether the insured may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion (d) does not apply to liability for damages assumed in a contract or agreement that is an ***insured contract***, provided the ***bodily injury*** or ***property damage*** occurs subsequent to the execution of the contract or agreement.

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(e) DAMAGE TO PROPERTY

Property damage to property owned, occupied, rented or used by the insured or in the care, custody, or control of the insured.

Subject to the Damage to ***Cargo*** Limit and the ***Cargo*** Deductible shown in the Declarations, as respects property the insured does not own, this exclusion (e) does not apply to accidental physical loss of, injury to, or destruction of ***cargo*** while in the insured's care, custody, or control other than accidental physical loss of, injury to, or destruction of ***cargo*** caused by or resulting from:

(1) Delay, loss of market, loss of use, or any consequential loss;

(2) Gradual deterioration, moths, vermin, inherent vice, marring or scratching; or

(3) Misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the insured or any of its agents or employees.

(f) DISPENSABLE LOADS

Bodily injury or ***property damage*** resulting from the release of a ***dispensable load*** from the aircraft component of an ***unmanned aircraft system***.

Provided no part of the ***dispensable load*** consists of munitions, this exclusion (f) shall not apply to any claim or ***suit*** caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

SUPPLEMENTARY PAYMENTS

1. We will pay, as respects any claim against an insured we investigate or settle, or any ***suit*** against an insured we investigate, defend or settle:

(a) All expenses we incur.

(b) Up to $5,000 for the cost of bail bonds required because of ***occurrences*** or violations of laws or regulations for civil aviation arising out of the use of an aircraft component of an ***unmanned aircraft system*** to which insurance for ***bodily injury*** is afforded by Part 1. We do not have to furnish these bonds.

(c) The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the investigation, defense or settlement of the ***suit***, including actual loss of earnings up to $500 per day, per employee because of time off from work.

(e) All costs taxed against the insured in the ***suit***.

(f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

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2. We will also pay, as respects any aircraft component of an ***unmanned aircraft system*** to which this insurance applies:

   (a) Up to the amount shown in Paragraph 3 (a) of Item 3 of the Declarations for expenses incurred by the insured under emergency conditions for charges made by other than an insured but limited to those expenses associated with labor, materials, rental of equipment, vehicles or tools for:

      (1) Application of foam on a runway; or

      (2) Fire and crash control and rescue.

   (b) Up to the amount shown in Paragraph 3 (b) of Item 3 of the Declarations for expenses incurred by the insured for relocating such aircraft component of an ***unmanned aircraft system*** to a safe takeoff location agreed to in advance by us following a landing made under emergency conditions at a location where a safe takeoff cannot be made.

   (c) Up to the amount shown in Paragraph 3 (c) of Item 3 of the Declarations for expenses incurred by the insured for search and rescue operations connected with any such aircraft component of an ***unmanned aircraft system*** to which this insurance applies, which is missing and presumed crashed, provided such expenditures are agreed to in advance by us.

   However, the payments described in:

      (1) Paragraphs (a), (b) and (c) above, do not include payments for:

         a. Any medical, hospital or funeral expense; or

         b. ***Bodily injury*** sustained by any person;

      (2) Paragraphs (a) and (c) above, do not include payments for salvage of all or part of such aircraft component of an ***unmanned aircraft system;***

      (3) Paragraph (b) above, do not include payments for any expense which qualifies as an element of the ***cost to repair*** (including any expense associated with dismantling and reassembly) if the aircraft component of an ***unmanned aircraft system*** is a ***scheduled aircraft*** which sustains ***physical damage*** to which the insurance afforded under Coverage B applies; and

      (4) Paragraph (c) above, do not include:

         a. Loss of or damage to equipment used in search and rescue operations; or

         b. Expense incurred after it has been reasonably established that there are no survivors.

3. The supplementary payments described in Paragraphs 1 and 2 will not reduce the limits of insurance.

PART 2 – PHYSICAL DAMAGE

COVERAGE B - PHYSICAL DAMAGE TO SCHEDULED AIRCRAFT

1. **Insuring Agreement.**

   We will pay for ***physical damage*** to the ***scheduled aircraft*** sustained anywhere in the ***coverage territory*** during the policy period. But, the amount we will pay for ***physical damage*** to the ***scheduled aircraft*** is limited as described in SECTION IV - LIMITS OF INSURANCE.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in Conditions below.

Sample

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2. **Exclusions**

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage B.

This insurance does not apply to ***physical damage***:

DAMAGE TO TIRES

To tires installed on the ***scheduled aircraft*** caused by any peril other than fire, theft, vandalism or malicious mischief. This exclusion does not apply if such ***physical damage*** is the direct result of other ***physical damage*** covered by this policy.

3. **Conditions.**

In addition to the conditions contained in SECTION V - POLICY CONDITIONS, the following conditions apply to Coverage B:

(a) Your Additional Duties.

You shall:

(1) Protect the damaged property whether or not the insurance afforded by this policy applies and if you fail to do so, we shall have no obligation to pay for any further ***physical damage*** due to your failure to protect the damaged property; reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request.

(2) File with us within ninety-one (91) days after ***physical damage***, sworn proof of loss in such form and including such information as we may reasonably require and shall, upon our request, submit to examination under oath, exhibit the damaged property and produce for our examination all pertinent records and invoices, permitting copies of such documents to be made, all at such reasonable times and places as we shall designate.

(3) Do all things necessary to arrange for transfer of your interest in any salvage to us or our nominee.

(b) Adjustment and Payment.

(1) We will adjust all claims for ***physical damage*** for which insurance is afforded by this policy with the first Named Insured only; and

(2) Any payment we make for ***physical damage*** will be made to the first Named Insured for the account of all interests.

(c) Appraisal.

If we fail to reach agreement with the first Named Insured as to the value of the damaged property, or the ***cost to repair*** the ***physical damage***, an appraisal may be demanded by either party. In this event, each party shall select a competent appraiser. The appraisers shall select a competent and impartial umpire. The appraisers shall appraise the value of the damaged property, or the ***cost to repair*** the ***physical damage*** and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the value of the damaged property, or the ***cost to repair*** the ***physical damage***. Each party will pay its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. We shall not be held to have waived any of our rights by any act relating to appraisal.

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(d) No Benefit to Others.

No person or organization, other than you, having custody of property insured under Part 2 will benefit from this insurance.

(e) Salvage.

After we have made payment for ***physical damage***, we become the beneficiary of all salvaged property. There shall be no abandonment without our consent.

(f) Recovered Property.

If either you or we recover any property after we have made payment for ***physical damage***, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits of insurance.

(g) Application of Deductible.

In the event that two or more ***scheduled aircraft*** are covered by this policy, the applicable deductible shall apply separately to each. The amount specified as a deductible does not apply to ***physical damage*** caused by:

(1) Lightning, theft, robbery or pilferage; or

(2) Fire or explosion, if such fire or explosion is not the result of collision of the aircraft while ***in motion***.

(h) Automatic Increase in Insured Value of Scheduled Aircraft.

Subject to the Maximum ***Insured Value*** Limit shown in the Declarations, the ***insured value*** of any ***scheduled aircraft*** that is modified shall automatically increase to reflect the additional cost, if any, of such modification, provided that you notify the Policy Issuing Office shown in the Declarations of such increase in the ***insured value*** within sixty (60) days following the completion of such modification and the first Named Insured agrees to pay the additional premium we require.

(i) Automatic Reinstatement.

In the event of ***physical damage*** that is not a ***total loss***, whether or not Coverage B of this policy applies, the ***insured value*** of the ***scheduled aircraft*** shall be reduced as of the time of ***physical damage*** by the ***cost to repair*** the ***physical damage***. Upon the commencement of repairs, the ***insured value*** shall be increased by the value of the completed repairs until the ***insured value*** of the ***scheduled aircraft*** is fully restored or this policy terminates, whichever occurs first.

(j) Premium Fully Earned After Total Loss.

In the event of a ***total loss*** to a ***scheduled aircraft***, after the Company has made payment in accordance with the provisions of this policy, the premium for such s***cheduled aircraft*** shall be fully earned.

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SECTION II – GENERAL POLICY EXCLUSIONS

Other provisions of this policy may limit or exclude insurance coverage. You are therefore urged to read the entire policy carefully.

1. **TRADE OR ECONOMIC SANCTIONS AND CONFORMITY WITH LAW**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations, including but not limited to those administered and enforced by the Office of Foreign Asset Control of the United States Treasury Department, prohibit us from providing insurance or paying claims. If the provisions of this policy are in conflict with any other laws or regulations in force in any jurisdiction where this policy is in effect, this policy will conform to those laws or regulations.

2. **GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES:**

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION

(1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(3) Strikes, riots, civil commotions or labor disturbances.

(4) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(5) Any malicious act or act of sabotage.

(6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.

(7) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or any of its crew members in ***flight*** (including any attempt at such seizure or control) made by any person or persons acting without the consent of the insured.

Furthermore, this policy does not cover claims or ***suits*** arising while the aircraft is outside the control of the insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the insured on the safe return of the aircraft to the insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

(b) ELECTRONIC DATE RECOGNITION

(1) The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

a. The change of year from 1999 to 2000; or
b. The change of date from August 21, 1999 to August 22, 1999;

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By any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any insured or of others; or

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by any insured or for any insured or by any third party to determine, rectify or test for any potential or actual problems described in Paragraph (1) above.

(c) NUCLEAR RISKS

(1) Injury or damage:

a. With respect to which the insured under this policy is also an insured under any:

(i) Nuclear energy liability policy, or

(ii) Other policy that affords insurance equivalent to that described in Paragraphs A. and B. below.

b. Resulting from the hazards described in Paragraphs (2), (3) and (4) below with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(ii) The insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof;

(2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(3) The radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto; or

(4) Ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

This exclusion (c) is subject to the following:

A. Any such radioactive material or other radioactive source referred to in Paragraphs (3) and (4) above shall not include:

(i) Depleted uranium and natural uranium in any form;

(ii) Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

B. ***Bodily injury***, ***property damage***, or ***physical damage*** in respect of the nuclear risks not excluded by reason of the preceding paragraph shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:

(i) In the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) This policy shall only apply to an incident happening during the period of this policy and where any claim by the insured against us or by any claimant against the insured arising out of such incident shall have been made within three years after the date thereof;

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(iii) In the case of any claim for ***physical damage*** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm² (10^{-4} microcuries/cm²)
All other emitters	Not exceeding 0.4 Becquerels/cm² (10^{-5} microcuries/cm²)

(iv) We may cancel coverage afforded hereby by mailing or delivering to the first Named Insured written notice of cancellation at least seven days before the effective date of cancellation.

(d) MUNITIONS

Any discharge or release of munitions whether intentional or unintentional.

3. **GENERAL EXCLUSIONS APPLICABLE TO PART 1 - LIABILITY ONLY:**

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) ASBESTOS

(1) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

(2) Any obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion 3.(a) shall not apply to any claim or ***suit*** caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of:

A. Any claim or ***suit*** excluded under Paragraphs (1) or (2) above; or

B. Any such obligation, request, demand, order, or statutory or regulatory requirement described in Paragraph (2) above.

(b) NOISE, POLLUTION AND OTHER PERILS

(1) Noise (whether audible to the human ear or not) or vibration, sonic boom, and any phenomena associated therewith,

(2) Pollution and contamination of any kind whatsoever,

(3) Electrical and electromagnetic interference, or

(4) Interference with the use of property,

unless caused by or resulting in an aircraft crash, fire, explosion, or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

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Nothing in this exclusion 3(b) shall override any radioactive contamination or other exclusion clause made part of this policy.

(c) EMPLOYMENT RELATED PRACTICES

Employment-related practice directed at, termination of the employment of, or refusal to employ any person; or any injury to any other person resulting from any such practice, termination, or refusal.

This exclusion 3(c) applies:

(1) Whether the injury takes place before, during or after a person's employment;
(2) Whether the insured may be liable as an employer or in any other capacity; and
(3) To any obligation to share damages with or repay someone else who must pay damages because of injury.

SECTION III – WHO IS AN INSURED

1. You are an insured as respects all coverages.

2. As respects PART 1 - LIABILITY, the following are insureds if you are:

(a) An individual: your spouse and your employees, if any, but only with respect to their duties as your employees. If you die:

(1) Until your legal representative has been appointed, any person or organization having proper temporary custody of your property is an insured, but only with respect to liability arising out of the maintenance or use of that property; and

(2) Upon their appointment, your legal representative is an insured, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

(b) A partnership or joint venture: your members or partners and employees, but only with respect to their duties as your members, partners, or employees.

(c) A limited liability company: your members, managers and employees, but only with respect to their duties as your members, managers, or employees.

(d) An organization other than a partnership, joint venture or limited liability company: your stockholders, directors, executive officers and employees, but only with respect to their duties as your stockholders, directors, executive officers, or employees.

(e) A trust: your trustees and employees, but only with respect to their duties as your trustees or employees.

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SECTION IV – LIMITS OF INSURANCE

1. As respects PART 1 - LIABILITY:

   (a) The Limits of Insurance shown in the Declarations or Aircraft Schedule(s) made part of this policy and the rules below fix the most we will pay regardless of the number of:

      (1) Insureds;

      (2) Claims made or ***suits*** brought; or

      (3) Persons or organizations making claims or bringing ***suits***.

   (b) The Each ***Occurrence*** Limit is the most we will pay for damages under Coverage A, because of all ***bodily injury*** and ***property damage*** arising out of any one ***occurrence***.

   (c) If any aggregate limits of insurance and aggregate deductibles are shown in this policy, they apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance or deductible. No aggregate limit shall be increased by successive claims or ***suits*** or from ***occurrence*** to ***occurrence***.

   (d) The limits that shall automatically apply to a ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).

2. As respects PART 2 - PHYSICAL DAMAGE, the Limits of Insurance shown in the Declarations and Aircraft Schedule(s) and the rules below fix the most we will pay for ***physical damage*** to the ***scheduled aircraft*** insured under Coverage B:

   (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***scheduled aircraft*** or the actual cost to replace the ***scheduled aircraft*** with an aircraft of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this policy. Upon paying for a ***total loss***, we will have no obligation to pay for further ***physical damage*** to such ***scheduled aircraft***.

   (b) Any increase in ***insured value*** due to modification of the ***scheduled aircraft*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.

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SECTION V – POLICY CONDITIONS

This policy is subject to the following conditions:

1. Conformity With Law.

   If the terms of this policy are in conflict with or inconsistent with the laws of any jurisdiction where this policy is in effect, this policy will conform to those laws.

2. Titles of Paragraphs.

   The titles of the various paragraphs of this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

3. Representations.

   By accepting this policy, you agree:

   (a) The statements in the Declarations are accurate and complete;

   (b) Those statements are based upon representations you made to us; and

   (c) We have issued this policy in reliance upon your representations.

4. Premiums.

   The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

5. Changes.

   This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued on our behalf by the Policy Issuing Office shown in the Declarations and made a part of this policy.

6. Cancellation.

   (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   (b) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      (1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

      (2) thirty (30) days before the effective date of cancellation if we cancel for any other reason.

   (c) We will mail or deliver our notice to the last mailing addresses known to us for the first Named Insured.

   (d) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   (e) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

   (f) If notice is mailed, proof of mailing shall be sufficient proof of notice.

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7. Transfer of Your Rights and Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of the death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having lawful temporary custody of your property will have your rights and duties applicable to PART 1 - LIABILITY but only with respect to that property.

8. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

9. Legal Action Against Us.

No person or organization has a right under this policy to join us as a party or otherwise bring us into a ***suit*** asking for damages from an insured or to sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Each of the insurers appoints the Policy Issuing Office shown in the Declarations, as duly authorized agent for service of process. Service of process shall be made upon Policy Issuing Office at the address shown in the Declarations. However, we do not waive our right to commence an action in any court or venue of competent jurisdiction or to seek a transfer to another court or venue as permitted by law.

10. Transfer of Rights of Recovery Against Others to Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring ***suit*** or transfer those rights to us and help us enforce them.

11. Separation of Insureds.

Except with respect to the limits of insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

(a) As if each Named Insured were the only Named Insured; and

(b) Separately to each insured against whom claim is made or ***suit*** is brought.

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12. Duties in the Event of Occurrence, Physical Damage, Claim or Suit.

(a) You must see to it that the Policy Issuing Office shown in the Declarations is notified as soon as practicable of an ***occurrence*** that may result in a claim or ***suit***, or of any ***physical damage*** sustained that may result in a claim. In the event of theft, robbery or pilferage you shall also give notice to the police. To the extent possible, notice should include:

(1) How, when and where the ***occurrence*** or ***physical damage*** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the ***occurrence*** or ***physical damage***.

(b) If a claim is made or ***suit*** is brought against any insured, you and any other involved insured must immediately:

(1) Record the specifics of the claim or ***suit*** and the date received; and

(2) Send copies of any demands, notices, summonses or legal papers received in connection with the claim or ***suit*** to the Policy Issuing Office shown in the Declarations.

(c) You and any other involved insured must:

(1) Authorize the Policy Issuing Office shown in the Declarations to obtain records and other information;

(2) Cooperate with the Policy Issuing Office shown in the Declarations in the investigation or settlement of the claim or defense against the ***suit***; and

(3) Assist the Policy Issuing Office shown in the Declarations, upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

(d) No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Policy Issuing Office shown in the Declarations.

13. Inspections and Surveys.

(a) We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

(b) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

(c) Paragraphs (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

(d) Paragraph (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

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14. Examination of Your Books and Records.

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

15. Premium Audit.

(a) We will compute all premiums for this policy in accordance with our rules and rates.

(b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

(c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

16. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss covered by this policy, our obligations are limited as follows:

(a) Primary Insurance

This insurance is primary except when Paragraph (b) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph (c) below.

(b) Excess Insurance

This insurance is excess over any other primary insurance available to you, covering liability for damages to which this policy applies, for which you have been added as an insured.

When this insurance is excess, we will have no duty arising from any coverage afforded by this policy to defend the insured against any ***suit*** if any other insurer has a duty to defend the insured against that ***suit***. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts set forth in all that other insurance.

When the insurance afforded by this policy is excess over any other insurance, then the limits of insurance shown in this policy shall be reduced by the applicable limits of such other insurance if such other insurance shall have been written through Global Aerospace Underwriting Managers Limited or any of its subsidiaries or subsidiaries thereof.

Using the method described in (c) below, we will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in this policy.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

17. Automatic Insurance for Newly Acquired Aircraft.

    (a) The coverages that shall automatically apply to the ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).

    (b) Refer to SECTION IV - LIMITS OF INSURANCE for the limits of insurance applicable to ***newly acquired aircraft***.

18. Failure to Give Notice.

    Inadvertent failure to give notice or other information to the Policy Issuing Office shown in the Declarations, as required by this policy will not relieve us of our obligations set forth in this policy, provided that any such inadvertent failure is corrected as soon as possible after coming to the attention of the you or your Insurance Department, if any.

19. Financial Responsibility Laws.

    When this policy is certified as proof of financial responsibility for the future under the provisions of any financial responsibility law applicable to aircraft, such insurance as is afforded by this policy for ***bodily injury*** liability and ***property damage*** liability shall comply with the provisions of such law to the extent of the coverage and limits of insurance required by such law, but in no event in excess of the Limits of Insurance shown in the Declarations of this policy. The insured agrees to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

20. Two or More Scheduled Aircraft.

    When the insurance afforded by this policy applies to two or more ***scheduled aircraft***, the terms of this policy shall apply separately to each.

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SECTION VI – DEFINITIONS

When appearing in this policy:

Bodily injury means physical injury sustained by a person and includes

(a) Mental anguish, sickness or disease; or

(b) Death

resulting therefrom.

Cargo:

(a) Means property while being loaded, unloaded, or carried on board the aircraft component of an ***unmanned aircraft system***.

(b) Does not include:

(1) Property installed on the aircraft component of an ***unmanned aircraft system***;

(2) Live animals, birds, reptiles, fish, or plants;

(3) Accounts, deeds, evidences of debt, mail, money, notes, securities, bullion, credit cards, furs, fur garments, jewelry, precious stones, valuable papers and records, paintings, statuary or other works of art, or other articles of extraordinary value; or

(4) ***Payload***

Cost to repair:

(a) Means the sum of:

(1) The necessary cost of transporting, by the least expensive reasonable means, the damaged property, replacement parts and tools to the place of repair and the repaired property from the place of repair to the nearest of the place of accident or home airport or heliport; and

(2) The actual cost of:

a. Inspection, required by a manufacturer, to investigate the full extent of ***physical damage***;

b. Using materials and parts of like kind and quality to repair or replace damaged property or replace missing property;

c. Labor charged at straight time rates to effect such repair or replacement; and

d. Reasonable overhead, but only for that portion of the repairs actually made by you.

(b) Does not include the cost of:

(1) That part of any repair or replacement that results in better than like kind and quality; or

(2) Repair or replacement of any property that has not sustained ***physical damage***.

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Coverage territory means the territory shown in the Declarations.

Civil aviation authority means the duly constituted agency or authority of a sovereign power having jurisdiction over civil aviation within its borders.

Dispensable load means ***cargo*** configured to be dispensed from an aircraft in ***flight***.

Flight means:

(a) As respects any aircraft other than a glider without self-launch capability or lighter-than-air aircraft, the time commencing with the application of power for takeoff and continuing until (1) the completion of the decelerating run after touching down or (2) touching down in the case of a vertically landed aircraft;

(b) As respects a glider without self-launch capability, the time commencing with the application of power for takeoff to the tow aircraft and continuing until the glider comes to rest after landing; and

(c) As respects a lighter-than-air aircraft, the time commencing with the release of moorings and continuing until the application of moorings.

In motion means:

(a) While the aircraft is in ***flight***, moving under its own power or the momentum generated therefrom, or on water and not moored; or

(b) If the aircraft is a rotorcraft, anytime that the rotors are rotating.

Insured contract means a hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport, heliport or a related facility.

Insured value means:

(a) As respects any ***scheduled aircraft*** which is shown in the Aircraft Schedule(s), the amount shown as part of the description of the aircraft; or

(b) As respects any ***scheduled aircraft*** which is a ***newly acquired aircraft***, the lesser of the Maximum ***Insured Value*** Limit shown in the Declarations or:

(1) If purchased by you, the actual cost to you.

(2) If leased to you, the amount for which you have agreed to insure the property, as required by the lease.

Newly acquired aircraft means the aircraft component of an ***unmanned aircraft system*** that has been certified for ***flight*** by a ***civil aviation authority***, which you acquire after the beginning of the policy period by purchase or by exclusive written lease for a period in excess of thirty (30) days; but, only if:

(a) It is in addition to and of the same make and model as an aircraft component of an ***unmanned aircraft system*** shown in the Aircraft Schedule(s);

(b) On the acquisition date, there is no other insurance, similar to the insurance afforded by this policy, in effect for such aircraft; and

(c) You report the acquisition to the Policy Issuing Office shown in the Declarations within sixty (60) days of the acquisition and agree to pay the additional premium we require.

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Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Payload means equipment that is capable of enhancing the utility of the aircraft component of an ***unmanned aircraft system*** on which it may or may not be installed, the value of which is to be treated separately from that of a ***scheduled aircraft*** and not included in the ***insured value*** thereof. However, ***payload*** shall not include ***dispensable loads***.

Physical damage:

(a) Means direct, physical, and accidental:

(1) Loss of, or

(2) Damage to

all or part of the property insured under PART 2 – PHYSICAL DAMAGE.

(b) Does not include any of the following, however caused:

(1) Loss of use.

(2) Any residual decrease in value after repairs are completed.

(3) Loss of the aircraft component of an ***unmanned aircraft system*** that has disappeared after the commencement of a ***flight*** you permitted until it has been missing and not reported for thirty (30) days.

(4) The damage confined to wear and tear, freezing, depletion, rust, corrosion, erosion, or any other form of gradual deterioration.

(5) The damage confined to mechanical or electrical breakdown, failure, or malfunction

(6) The damage confined to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof resulting from mechanical or electrical breakdown, failure, or malfunction of any of its components, accessories, or parts

(7) Heat damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof which occurs during the operation, attempted operation, or shutdown of the engine or unit.

(8) The damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof that has been contacted by a foreign object except where such damage is the result of a single recorded incident sustained during the policy period which is of sufficient severity, when such damage is discovered, to require immediate repairs in compliance with the requirements of the engine or unit manufacturer.

Pilot in command means the pilot responsible for the operation and safety of the aircraft.

Property damage means:

(a) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(b) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the ***occurrence*** that caused it.

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Scheduled aircraft means the aircraft component of an ***unmanned aircraft system*** that has been certified for ***flight*** by a ***civil aviation authority*** and which is shown in the Aircraft Schedule(s), and also

(a) any ***newly acquired aircraft***;

(b) the propulsion system and parts and equipment installed in or on the aircraft component of the ***unmanned aircraft system***:

(1) while installed; and

(2) while temporarily removed until replacement has commenced:

a. removed parts which are intended to be replaced with similar parts shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that the replacement part comes into physical contact with the aircraft component of an ***unmanned aircraft system***;

b. removed parts which are not intended to be refitted to or replaced on the aircraft component of an ***unmanned aircraft system*** shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that such parts are no longer in physical contact with the aircraft component of an ***unmanned aircraft system***;

(c) tools and equipment in the aircraft component of an ***unmanned aircraft system*** which have been designed for use with the aircraft component of an ***unmanned aircraft system*** and are ordinarily carried therein.

However, ***scheduled aircraft*** shall not include ***payload.***

Suit means a civil proceeding in which damages because ***of bodily injury*** or ***property damage*** to which this insurance applies are alleged, and

(a) An arbitration proceeding in which such damages are claimed;

(b) Any other alternative dispute resolution proceeding in which such damages are claimed;

and to which the insured must submit or does submit with our consent.

Total loss means ***physical damage*** to ***scheduled aircraft***:

(a) Resulting in loss of the entire ***scheduled aircraft***, or

(b) Where the ***cost to repair*** exceeds 75% of the ***insured value*** of the ***scheduled aircraft***.

Unmanned aircraft system means a complete system, certified as such by a ***civil aviation authority***, consisting of an aircraft and the associated equipment needed for its operation and remote control.

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ADDITIONAL INSURED - CHARTER AGREEMENT ENDORSEMENT

As respects any agreement pertaining to your operations entered into between you and any other person or organization, hereinafter referred to as "the Customer", it is agreed that the following provisions shall apply, but

(a) only to the extent required in the agreement between you and the Customer; and

(b) only if the agreement is reported to Global Aerospace, Inc. and a certificate of insurance is issued describing the applicable provisions:

1. As respects COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, policy SECTION III – WHO IS AN INSURED is amended to include the Customer as an insured, but only as respects the liability of the Customer because of your acts or omissions while the ***scheduled aircraft*** is actually being used by you on behalf of the Customer.

2. As respects the interests of the Customer, the insurance afforded by this policy under PART I – LIABILITY shall be primary without right of contribution by any other valid and collectible insurance available to that person or organization.

3. Unless otherwise indicated in the policy, we waive any right to recovery we may have against the Customer because of payments we make for ***physical damage*** in accordance with Coverage B - PHYSICAL DAMAGE TO SCHEDULED AIRCRAFT, but only to the same extent that you have waived your right of recovery for such ***physical damage*** against such person or organization.

4. If we cancel this policy, we will give written notice to the Customer at least:

   (a) ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or

   (b) thirty (30) days before the effective date of cancellation if we cancel for any other reason.

5. If we require any material change that is adverse to the interest of the Customer, we will give thirty (30) days written notice to the Customer.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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AMENDMENT OF DEFINED TERMS

In consideration of the payment of the premium for this policy, it is agreed that the definitions of ***Scheduled aircraft***, ***Newly acquired aircraft*** and ***Unmanned aircraft system*** that appear in **SECTION VI - DEFINITIONS** are deleted in their entirety and replaced with the following:

Scheduled aircraft means the aircraft component of an ***unmanned aircraft system*** that is shown in the Aircraft Schedule(s), and also

(a) any ***newly acquired aircraft***;

(b) the propulsion system and parts and equipment installed in or on the aircraft component of the ***unmanned aircraft system***:

(1) while installed; and

(2) while temporarily removed until replacement has commenced:

a. removed parts which are intended to be replaced with similar parts shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that the replacement part comes into physical contact with the aircraft component of an ***unmanned aircraft system***;

b. removed parts which are not intended to be refitted to or replaced on the aircraft component of an ***unmanned aircraft system*** shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that such parts are no longer in physical contact with the aircraft component of an ***unmanned aircraft system***;

(c) tools and equipment in the aircraft component of an ***unmanned aircraft system*** which have been designed for use with the aircraft component of an ***unmanned aircraft system*** and are ordinarily carried therein.

However, ***scheduled aircraft*** shall not include ***payload.***

Newly acquired aircraft means the aircraft component of an ***unmanned aircraft system*** which you acquire after the beginning of the policy period by purchase or by exclusive written lease for a period in excess of thirty (30) days; but, only if:

(a) It is in addition to and of the same make and model as an aircraft component of an ***unmanned aircraft system*** shown in the Aircraft Schedule(s);

(b) On the acquisition date, there is no other insurance, similar to the insurance afforded by this policy, in effect for such aircraft; and

(c) You report the acquisition to the Policy Issuing Office shown in the Declarations within sixty (60) days of the acquisition and agree to pay the additional premium we require.

Unmanned aircraft system means a complete system consisting of an aircraft and the associated equipment needed for its operation and remote control.

Sample

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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LIABILITY COVERAGE
(Applicable to the WAR, HI-JACKING AND OTHER PERILS EXCLUSION)

In consideration of the payment of the premium for this policy, it is agreed that sub-paragraphs (1), (3), (4), (5), (6) and (7) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION are deleted as respects the Liability Coverages afforded by this policy. This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. Exclusion applicable only to any insurance afforded as respects the deletion of sub-paragraph (1) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION:
   This insurance shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

2. Limitation of Liability:

   The limit of our liability as respects the insurance afforded by this endorsement shall be a sub-limit of $50,000,000 or the applicable policy limit whichever the lesser any one ***occurrence*** and in the annual aggregate. This sub-limit shall apply within the full policy limit and not in addition thereto.

3. Automatic Termination:

   To the extent provided below, insurance afforded by this endorsement shall terminate automatically in the following circumstances:

   (a) All insurance:

   Upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;

   (b) Any insurance afforded in respect of the deletion of sub-paragraph (1) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION:

   Upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft may be involved;

   (c) All insurance in respect of any aircraft requisitioned for either title or use:

   Upon such requisition;

   provided that if an aircraft is in the air when (a), (b) or (c) occurs, then the insurance afforded by this endorsement (unless otherwise canceled, terminated or suspended) shall continue in respect of such aircraft until completion of its first landing thereafter.

Sample

4. Review and Cancellation:

(a) Review of Premium and/or Geographical Limits (7 days)

We may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (b) above, we may give notice of cancellation of one or more parts of the insurance afforded by this endorsement by reference to sub-paragraphs (3), (4), (5), (6) and/or (7) of GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES, exclusion (a) WAR, HI-JACKING AND OTHER PERILS EXCLUSION - such notice to become effective on the expiry of forty-eight (48) hours from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(c) Cancellation (7 days)

The insurance afforded by this endorsement may be canceled by either us or the First Named Insured giving notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the First Named Insured set forth in the policy on the day after which notice is given.

(d) Notices

All notices referred to in this endorsement shall be in writing.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

PHYSICAL DAMAGE COVERAGE
(Applicable to the War, Hi-jacking and Other Perils Exclusion)

In consideration of the payment of the premium for this policy, and solely as respects the aircraft, ***ground equipment*** and ***payloads*** described in the schedule of this endorsement, it is agreed that sub-paragraphs (1), (3), (4), (5), (6) and (7) of **SECTION II – GENERAL POLICY EXCLUSIONS,** Exclusion 2(a), the War, Hi-jacking and Other Perils Exclusion, of this policy are deleted as respects the Physical Damage Coverage afforded by this policy. This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. This insurance shall only apply to the extent that the loss or damage is not otherwise excluded by sub-paragraph (2) of **SECTION II – GENERAL POLICY EXCLUSIONS,** Exclusion 2(a), the War, Hi-jacking and Other Perils Exclusion**.**

2. The limits of our liability as respects the insurance afforded by this endorsement shall not exceed, in the aggregate during the policy period, the lesser of:

   (a) the sum of the ***Insured Values*** of the aircraft, ***ground equipment*** and ***payloads*** described in the schedule of this endorsement on the date of loss, or

   (b) $300,000,000.

3. (a) Amendment of Terms or Cancellation:

   We may give notice, effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the first Named Insured set forth in the policy on the day after which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or the geographical limits not being accepted by the first Named Insured then at the expiry of the said seven (7) days, this endorsement shall become canceled at that date.

   (b) Automatic Review of Terms or Cancellation:

   Notwithstanding 3 (a) above, this endorsement is subject to automatic review by us of the rate of premium and/or conditions and/or geographical limits effective on the expiry of seven (7) days from the time of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft described in the schedule of this endorsement may be involved. In the event of the review of the rate of premium and/or conditions and/or the geographical limits not being accepted by the first Named Insured then at the expiry of the said seven (7) days, this endorsement shall become canceled at that date.

   (c) Cancellation by Notice:

   This endorsement may be canceled by us or the first Named Insured giving notice not less than seven (7) days prior to the end of each period of three (3) months from inception.

Sample

4. Automatic Termination:

Whether or not such notice of cancellation has been given, this endorsement shall terminate automatically upon the outbreak of war (whether there be a declaration of war or not) between any of the following states: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China. Provided that if an aircraft described in the schedule of this endorsement is in ***flight*** when such outbreak of war occurs then this endorsement, subject to its terms and conditions and provided it is not otherwise canceled, terminated or suspended, will be continued as respects such aircraft until such aircraft has completed its first landing thereafter.

5. As used in this endorsement, ***ground equipment*** means the non-aircraft components of an ***unmanned aircraft system***. However, ***ground equipment*** shall not include ***payload***.

SCHEDULE

Year, Make, Model & Identification Number

2016 DJI INNOVATIONS INSPIRE 1, FA3W91838
FUTABA 14SG, 12345
ZENMUSE GH4, 54321

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

ELECTRONIC DATE RECOGNITION EXCLUSION
LIMITED COVERAGE ENDORSEMENT

In consideration of the premium charged and to the extent such coverage is afforded by the policy, the Electronic Date Recognition Exclusion shall not apply to:

1. any of the Physical Damage coverages, if any, provided by the policy; or

2. any sums which the ***insured*** shall become legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** caused by an ***occurrence***.

Notwithstanding paragraph 2 above, this endorsement shall not apply to:

(a) any coverage for loss of use caused by an ***occurrence*** during the policy period arising out of subparagraph (1) or (2) of the Electronic Date Recognition Exclusion unless such loss of use also arises out of additional injury in the form of physical injury to or destruction of tangible property; or

(b) any coverage for grounding; or

(c) any coverage applying in excess of any scheduled underlying insurance.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY: 

MEDICAL EXPENSES COVERAGE

In consideration of the premium, it is agreed that we will pay all reasonable ***medical expenses*** incurred within one (1) year from the date of injury, to or for each person who sustains ***bodily injury*** caused by an ***occurrence*** arising out of the ***premises hazard*** or the ownership, maintenance or use of a ***scheduled aircraft.***

1. EXCLUSION

   In addition to the exclusions contained in **SECTION II – GENERAL POLICY EXCLUSIONS**, the insurance afforded by this endorsement does not apply to ***medical expenses*** incurred by or for any employee of the insured to the extent that any such expenses are payable under any worker's compensation or disability benefits law, or under any similar law.

2. LIMITS OF LIABILITY

   Our total liability for all ***medical expenses*** incurred by or on behalf of each person as the result of any one ***occurrence*** shall not exceed $5,000.

3. CONDITION

   In addition to the Conditions contained in **SECTION V – POLICY CONDITIONS**, the following condition applies to the insurance afforded by this endorsement:

   Medical Reports: Proof and Payment of Claim**.**

   As soon as practicable the injured person or someone on that person's behalf shall give to us written proof of claim, under oath if required, and shall, after each request from us, execute authorization to enable us to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by us when and as often as we may reasonably require. We may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable for such injury. Payment for ***medical expenses*** shall not constitute an admission of liability of any person or organization or of us.

4. DEFINITIONS

   The following definition is added to **SECTION VI - DEFINITIONS**:

   Medical Expenses means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

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Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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LIABILITY FOR SALE OF UNMANNED AIRCRAFT SYSTEMS, PARTS OR SERVICES

In consideration of the premium paid for this policy, it is agreed that:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of:

   (a) ***unmanned aircraft systems*** that you have either sold or relinquished from an exclusive written lease; or

   (b) materials, parts, equipment, fuel, lubricants or services for ***unmanned aircraft systems*** of others provided or performed by you on a not-for-profit basis,

   but only if the ***bodily injury*** or ***property damage*** occurs after physical possession of such ***unmanned aircraft systems***, materials, parts, equipment, fuel or lubricants has been relinquished to others or any services have been completed.

2. The insurance afforded by this endorsement does not apply to liability for ***bodily injury*** or ***property damage*** arising out of the sale or relinquishment from an exclusive written lease of ***unmanned aircraft systems*** if the insured is in the business of the manufacture, distribution or sale of ***unmanned aircraft systems***.

3. The limit of the insurance afforded by this endorsement is $1,000,000 each ***occurrence***, which shall be part of and not in addition to the Each ***Occurrence*** limit shown in the Declarations.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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PERSONAL AND ADVERTISING INJURY LIABILITY

In consideration of the payment of the premium for this policy, and subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement, it is agreed that:

1. Insuring Agreement.

   (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***personal and advertising injury*** to which this insurance applies. We will have the right and duty to defend the insured against any ***suit*** seeking those damages. However, we will have no duty to defend the insured against any ***suit*** seeking damages for ***personal and advertising injury*** to which this insurance does not apply or when this insurance is excess. We may at our discretion investigate any offense and settle any claim or ***suit*** that may result. But:

   (1) The amount we will pay for damages is limited as described in paragraph 5 of this endorsement, and

   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS** in **PART 1 – LIABILITY**.

   (b) This insurance applies to ***personal and advertising injury*** caused by an offense arising out of use of any ***unmanned aircraft system*** by you or on your behalf, but only if the offense was committed in the ***coverage territory*** and during the policy period.

2. The following definitions are added to the policy:

   Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   (a) Notices that are published include material placed on the Internet or on similar electronic means of communication; and

   (b) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

   Personal and advertising injury means injury, including consequential ***bodily injury***, arising out of one or more of the following offenses:

   (a) False arrest, detention or imprisonment;

   (b) Malicious prosecution;

   (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

   (d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   (e) Oral or written publication, in any manner, of material that violates a person's right of privacy;

   (f) The use of another's advertising idea in your ***advertisement***; or

   (g) Infringing upon another's copyright, trade dress or slogan in your ***advertisement***.

Sample

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3. Exclusions**.**

In addition to the exclusions contained in **SECTION II - GENERAL POLICY EXCLUSIONS**, including those applicable to **PART 1 - LIABILITY ONLY,** the insurance afforded by this endorsement does not apply to:

(a) KNOWING VIOLATION OF RIGHTS OF ANOTHER

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict ***personal and advertising injury***.

(b) MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(c) MATERIAL PUBLISHED PRIOR TO POLICY PERIOD

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(d) CRIMINAL ACTS

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

(e) CONTRACTUAL LIABILITY

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion (e) does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(f) BREACH OF CONTRACT

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your ***advertisement***.

(g) QUALITY OR PERFORMANCE OF GOODS – FAILURE TO CONFORM TO STATEMENTS

Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your ***advertisement***.

(h) WRONG DESCRIPTION OF PRICES

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your ***advertisement***.

(i) INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. This exclusion (i) does not apply to infringement, in your ***advertisement***, of copyright, trade dress or slogan.

(j) INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

Personal and advertising injury committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

(3) An Internet search, access, content or service provider.

This exclusion (j) does not apply to Paragraphs (a), (b) and (c) of the definition of ***personal and advertising injury***.

For the purposes of this exclusion (j), the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

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(k) ELECTRONIC CHATROOMS OR BULLETIN BOARDS

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(l) UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(m) RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW

Personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state, or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003, or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.

4. Paragraph 1 (b) of the section entitled **SUPPLEMENTARY PAYMENTS** in **PART 1 – LIABILITY** is amended to read as follows:

(b) Up to $5,000 for the cost of bail bonds required because of ***occurrences***, offenses or violations of laws or regulations for civil aviation arising out of the use of an aircraft component of an ***unmanned aircraft system*** to which insurance for ***bodily injury*** is afforded by Part 1. We do not have to furnish these bonds.

5. Limits of our Liability.

Regardless of the number of:

(a) persons or organizations who are ***Insureds***,

(b) persons or organizations who sustain ***personal and advertising injury***, or

(c) claims made or ***suits*** brought on account of ***personal and advertising injury***,

our liability is limited as follows:

(i) the PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT shown in the schedule of this endorsement shall be a part of and not in addition to the Each Occurrence limit of liability for Coverage A, set forth in the Declarations. Our Each Occurrence limit of liability for Coverage A is the most we will pay for the sum of damages under Coverage A because of all ***bodily injury*** and ***property damage*** arising out of any one ***occurrence*** and damages because of ***personal and advertising injury***, if damages because of ***personal and advertising injury*** are also sought in any claim or ***suit*** seeking damages because of ***bodily injury*** *or* ***property damage***.

(ii) subject to (i) above, the PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT shown in the schedule of this endorsement is the most we will pay for damages because of all ***personal and advertising injury***.

Aggregate limits described in this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period

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will be deemed part of the last preceding period for purposes of determining the Limit of Insurance or deductible. No aggregate limit shall be increased by successive claims or ***suits*** or from offense to offense.

6. **SECTION V – POLICY CONDITIONS**, paragraph 12 is amended to read as follows:

12. Duties in the Event of Occurrence, Offense, Physical Damage, Claim or Suit.

(a) You must see to it that the Policy Issuing Office shown in the Declarations is notified as soon as practicable of an ***occurrence*** or offense that may result in a claim or ***suit***, or of any ***physical damage*** sustained that may result in a claim. In the event of theft, robbery or pilferage you shall also give notice to the police. To the extent possible, notice should include:

(1) How, when and where the ***occurrence***, offense or ***physical damage*** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the ***occurrence***, offense or ***physical damage***.

(b) If a claim is made or ***suit*** is brought against any insured, you and any other involved insured must immediately:

(1) Record the specifics of the claim or ***suit*** and the date received; and

(2) Send copies of any demands, notices, summonses or legal papers received in connection with the claim or ***suit*** to the Policy Issuing Office shown in the Declarations.

(c) You and any other involved insured must:

(1) Authorize the Policy Issuing Office shown in the Declarations to obtain records and other information;

(2) Cooperate with the Policy Issuing Office shown in the Declarations in the investigation or settlement of the claim or defense against the ***suit***; and

(3) Assist the Policy Issuing Office shown in the Declarations, upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

(d) No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Policy Issuing Office shown in the Declarations.

Sample

Schedule of Limits

PERSONAL AND ADVERTISING INJURY AGGREGATE LIMIT	$1,000,000

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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PREMISES COVERAGE

1. In consideration of the premium, it is agreed that the COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY Insuring Agreement is deleted and replaced with the following:

   1. **Insuring Agreement.**

      (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of the ownership, maintenance, or use of a ***scheduled aircraft*** or the ***premises hazard.***

      We will have the right and duty to defend the insured against any ***suit*** seeking those damages. However, we will have no duty to defend the insured against any ***suit*** seeking damages for ***bodily injury*** or ***property damage*** to which this insurance does not apply or when this insurance is excess. We may, at our discretion, investigate any ***occurrence*** and settle any claim or ***suit*** that may result. But, the amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGE A.

      (b) Our obligation to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in this policy. The terms of this insurance apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effect settlement of any claim or ***suit*** and, upon notification that we have made any such payment, the first Named Insured shall promptly reimburse us for any deductible amount we paid.

      (c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in SUPPLEMENTARY PAYMENTS under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

2. The following definitions are added to **SECTION VI – DEFINITIONS:**

   Auto means a land vehicle, including any trailer, that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   Mobile equipment:

   (a) means a vehicle which is maintained for use exclusively on or next to ***premises*** on an airport or heliport;

   (b) includes any special use vehicle designed for the maintenance, servicing or handling of ***scheduled aircraft***; and

   (c) does not include an ***auto.***

   Premises means locations you use in connection with the storage, maintenance, or use of ***scheduled aircraft***.

   Premises hazard means the ownership, maintenance, or use of ***premises***, including the use of an ***auto*** and the use of ***mobile equipment***, other than ***bodily injury*** or ***property damage*** arising out of

   (a) the ownership, maintenance, use, or entrustment to others of an ***auto*** other than on that part of an airport or heliport normally restricted to the movement, parking or storage of aircraft;

   (b) Goods or products designed, manufactured, sold, handled or distributed by:

      (1) you or by others trading under your name, or

      (2) the insured, other than you, or by others trading under its name,

      after physical possession of the goods or products had been relinquished to others.

Sample

(c) Services:
(1) you have performed or that others have performed on your behalf, or
(2) the insured, other than you, has performed or that others have performed on its behalf,
including any materials, parts or equipment furnished in connection with such services, after any such service has been completed.

3. In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to the insurance afforded by this endorsement.

In respect of the ***Premises Hazard***, this insurance does not apply to:

(a) ***bodily injury*** or ***property damage*** arising out of the use of ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of you in the care, custody or control of or while being serviced, handled or maintained by you;
(b) ***bodily injury*** or ***property damage*** arising out of construction of, demolition of or alterations to buildings, runways or installations;
(c) ***bodily injury*** or ***property damage*** arising out of any air meet, air race, air show or any stand used for the accommodation of spectators in connection therewith; or
(d) the cost of making good any faulty workmanship, but this exclusion shall not apply to ***bodily injury*** or ***property damage*** caused by an ***occurrence*** and caused by such faulty workmanship.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

FIRE LEGAL LIABILITY

In consideration of the payment of the premium, it is agreed:

1. Notwithstanding PART 1 – LIABILITY, paragraph 2, exclusion (e), Coverage A is extended to apply to ***property damage*** caused by fire to any premises rented or leased to you and used by you in connection with the storage, maintenance or operation of ***scheduled aircraft***. Our limit of liability as respects such ***property damage*** shall not exceed $100,000 each ***occurrence***, which shall be a part of and not in addition to the Each ***Occurrence*** Limit for PART 1 – LIABILITY shown in the Declarations.

2. The insurance afforded by this endorsement is excess over other valid and collectible insurance that is available to you, whether primary, excess, contingent or on any other basis, that is Fire, Extended Coverage, Builder's Risk, or Installation Risk insurance for premises rented or leased to the insured.

3. The insurance afforded by this endorsement does not apply to liability assumed in any written contract or written agreement for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented or leased to the insured.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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EXPANDED CONTRACTUAL LIABILITY ENDORSEMENT

In consideration of the premium, it is agreed that the policy definition of ***Insured contract*** is deleted and replaced by the following:

Insured contract means:

(a) A hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport, heliport or a related facility;

(b) A written contract for the temporary storage or minor servicing of a ***scheduled aircraft*** or non-owned aircraft;

(c) That part of any other written contract or agreement pertaining to a ***scheduled aircraft***, non-owned aircraft, or airport premises (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the liability of another party to pay for ***bodily injury*** or ***property damage*** to a third person or organization, provided that you submit a copy of any such contract or agreement to the Policy Issuing Office shown in the Declarations within thirty (30) days of coming to your attention or that of your Insurance Department, if any. We reserve the right to charge an additional premium for any such contract or agreement. We waive the submission requirement as respects agreements we have approved prior to the effective date of this policy.

However, an ***insured contract*** does not include that part of any contract or agreement described in this paragraph:

(1) That is with or for the benefit of any person who is in, on or boarding an aircraft for the purpose of riding or flying therein, or alighting therefrom after a ride, flight or attempted flight therein, or any such person's heirs;

(2) That pertains to the purchase or sale of aircraft;

(3) That indemnifies any person or organization, or any agent or employee thereof, engaged in:

a. The design or manufacture of aircraft or aircraft parts, or

b. Making "major alterations" or "major repairs," as those terms are defined in the Federal Aviation Regulations of the United States, to aircraft, for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** arising out of such activity;

(4) That indemnifies a railroad for ***bodily injury*** or ***property damage*** arising out of construction or demolition operations within fifty (50) feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(5) That indemnifies an architect, engineer or surveyor for ***bodily injury*** or ***property damage*** arising out of:

a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

b. Giving directions or instructions, or failing to give them, if that is the primary cause of the bodily injury or property damage; or

Sample

(6) Under which the insured, if an architect, engineer or surveyor, assumes liability for ***bodily injury*** or ***property damage*** arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (5) above and supervisory, inspection, architectural or engineering activities.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

GROUND EQUIPMENT PHYSICAL DAMAGE ENDORSEMENT

In consideration of the payment of the premium, it is agreed that COVERAGE B is extended to apply to ***physical damage*** to ***ground equipment*** described in the below Schedule, sustained anywhere in the ***coverage territory*** during the policy period, which you own or for which you are legally responsible, provided that the ***ground equipment*** is for use in connection with a ***scheduled aircraft.***

This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. As used in this endorsement, ***ground equipment*** means the non-aircraft components of an ***unmanned aircraft system***. However, ***ground equipment*** shall not include ***payload.***
2. SCHEDULE OF GROUND EQUIPMENT:

Equipment Make & Model	Serial Number	Insured Value	Deductible (each and every loss)
FUTABA 14SG	12345	$300	5%

3. The rules below fix the most we will pay for ***physical damage*** to ***ground equipment*** described in this endorsement:
   (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***ground equipment*** or the actual cost to replace the ***ground equipment*** with equipment of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this endorsement. Upon paying the ***insured value*** of the ***ground equipment*** or the actual cost to replace the ***ground equipment***, we will have no obligation to pay for further ***physical damage*** to such ***ground equipment*** and the premium for such ***ground equipment*** shall be fully earned.
   (b) Any increase in ***insured value*** due to modification of the ***ground equipment*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.
4. As used in this endorsement, ***cost to repair***:
   (a) Means the sum of:
      (1) the necessary cost of transporting, by the least expensive reasonable means, the damaged ***ground equipment***, replacement parts and tools to the place of repair and the repaired ***ground equipment*** from the place of repair to the nearest of the place of accident or home airport or heliport; and
      (2) if the repairs are made by you, the actual cost of:
         a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property,
         b. labor charged at straight time rates to effect such repair or replacement, and
         c. reasonable overhead, but only for that portion of the repairs actually made by you.

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(3) if repairs are not made by the you, the actual cost of:

a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property, and

b. labor charged at straight time rates to effect such repair or replacement.

(b) Does not include the cost of:

(1) that part of any repair or replacement that results in better than like kind and quality, or

(2) repair or replacement of any property that has not sustained ***physical damage***.

5. Solely as respects the insurance afforded by this endorsement, ***insured value*** means the value of each item of ***ground equipment*** shown in Paragraph 2. SCHEDULE OF GROUND EQUIPMENT.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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PAYLOAD PHYSICAL DAMAGE ENDORSEMENT

In consideration of the payment of the premium, it is agreed that COVERAGE B is extended to apply to ***physical damage*** to ***payload*** described in the below Schedule sustained anywhere in the ***coverage territory*** during the policy period, which you own or for which you are legally responsible, provided that the ***payload*** is:

(a) installed on a ***scheduled aircraft***;

(b) being transported for use on a ***scheduled aircraft***; or

(c) being stored for use on a ***scheduled aircraft*** provided it is not used for any other purpose.

This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. SCHEDULE OF PAYLOAD:

Make & Model	Serial Number	Insured Value	Deductible (each and every loss)
ZENMUSE GH4	54321	$500	5%

2. The rules below fix the most we will pay for ***physical damage*** to ***payload*** described in this endorsement:

   (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***payload*** or the actual cost to replace the ***payload*** with equipment of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this endorsement. Upon paying the ***insured value*** of the ***payload*** or the actual cost to replace the ***payload***, we will have no obligation to pay for further ***physical damage*** to such ***payload*** and the premium for such ***payload*** shall be fully earned.

   (b) Any increase in ***insured value*** due to modification of the ***payload*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.

3. As used in this endorsement, ***cost to repair***:

   (a) Means the sum of:

      (1) the necessary cost of transporting, by the least expensive reasonable means, the damaged ***payload***, replacement parts and tools to the place of repair and the repaired ***payload*** from the place of repair to the nearest of the place of accident or home airport or heliport; and

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(2) if the repairs are made by you, the actual cost of:

a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property,

b. labor charged at straight time rates to effect such repair or replacement, and

c. reasonable overhead, but only for that portion of the repairs actually made by you.

(3) if repairs are not made by you, the actual cost of:

a. using materials and parts of like kind and quality to repair or replace damaged property or replace missing property, and

b. labor charged at straight time rates to effect such repair or replacement.

(b) Does not include the cost of:

(1) that part of any repair or replacement that results in better than like kind and quality, or

(2) repair or replacement of any property that has not sustained ***physical damage***.

4. CONDITION applicable to the insurance afforded by this endorsement:

The insurance afforded by this endorsement does not apply to ***physical damage*** to ***payload*** installed on a ***scheduled aircraft*** unless ***physical damage*** is sustained by such ***scheduled aircraft*** at the same time.

5. Solely as respects the insurance afforded by this endorsement, ***insured value*** means the value of each item of ***payload*** shown in Paragraph 1. SCHEDULE OF PAYLOAD.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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PHYSICAL DAMAGE TO SPARE ENGINES AND SPARE PARTS

In consideration of the premium, it is agreed that:

1. **Insuring Agreement.**

   We will pay for ***physical damage*** to ***spare engines*** or ***spare parts***, which are owned by you or for which you are legally responsible, sustained anywhere in the ***coverage territory*** during the policy period. But, the amount we will pay for ***physical damage*** to ***spare engines*** or ***spare parts*** is limited as described below.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in the Conditions referenced below.

2. **Exclusions.**

   The exclusions contained in SECTION II - GENERAL POLICY EXCLUSIONS and the exclusions applicable to Coverage B apply to the insurance afforded by this endorsement.

3. **Conditions.**

   The conditions contained in SECTION V - POLICY CONDITIONS and Conditions (a) through (f), applicable to Coverage B, apply to the insurance afforded by this endorsement.

4. **Limits of Insurance.**

   For all ***physical damage*** to ***spare engines*** or ***spare parts*** resulting from any one accident, we will pay the least of:

   (a) Your financial interest in the property,

   (b) The replacement cost of the property as of the time of ***physical damage***, less depreciation and any unrepaired damage,

   (c) The ***cost to repair*** the property, or

   (d) The ***spare engines*** and ***spare parts*** Limit of $500

   less a deductible of 5.0%

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5. **Definitions.**

As used in this endorsement:

Spare engines means propulsion engines which have been or which are intended to be installed in a ***scheduled aircraft*** and which are not included in the definition of ***scheduled aircraft***.

Spare parts means parts or accessories intended to be installed in a ***scheduled aircraft*** and which are not included in the definition of ***scheduled aircraft***, but does not include ***payload***.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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LIABILITY FOR DAMAGE TO UNMANNED AIRCRAFT SYSTEMS THAT YOU DO NOT OWN

In consideration of the payment of the premium for this policy, it is agreed:

1. The provisions of Exclusion (e) applicable to Coverage A shall not apply to ***property damage*** to any ***unmanned aircraft system*** shown in the Schedule below while such ***unmanned aircraft system*** is in your care, custody or control.

2. The most we will pay for damages because of ***property damage*** to any ***unmanned aircraft system*** shown in the Schedule below is the limit shown in the Schedule below, which shall be part of and not in addition to the "Each ***Occurrence***" limit shown in the Declarations.

3. The insurance afforded by this endorsement is excess over any other valid and collectible insurance available to you and is subject to the provisions of paragraphs (b) and (c) of Policy Condition 16. Other Insurance.

4. The insurance afforded by this endorsement does not apply:

   (a) to ***property damage*** to any ***unmanned aircraft system*** owned in whole or in part or leased for more than thirty (30) days by any insured;

   (b) to ***property damage*** to ***scheduled aircraft***

Sample

SCHEDULE

UNMANNED AIRCRAFT SYSTEM DESCRIPTION:

ANY ***UNMANNED AIRCRAFT SYSTEM*** THAT DOES NOT EXCEED 55LBS IN WEIGHT

LIMIT OF LIABILITY:

Property Damage Limit: $1,000

Applicable only to ***property damage*** to ***Unmanned Aircraft Systems*** shown in the Schedule and subject to a deductible of 5.0% each ***occurrence***.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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NON-OWNED AIRCRAFT LIABILITY- UNMANNED AIRCRAFT SYSTEM

In consideration of the premium, it is agreed:

1. Subject to the terms of this endorsement and all other applicable provisions of this policy, when an ***unmanned aircraft system*** shown in the Schedule is used by you or on your behalf, such insurance as is afforded by Coverage A shall apply to liability for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** resulting from such use.

2. As respects the insurance afforded by this endorsement:

   (a) Notwithstanding the provisions of **SECTION III – WHO IS AN INSURED**, the owner or lessor of any ***unmanned aircraft system*** shown in the Schedule below is not an insured under this policy;

   (b) The most we will pay for damages because of ***bodily injury*** or ***property damage*** is the limit shown in the Schedule below, which shall be part of and not in addition to the "Each ***Occurrence***" limit shown in the Declarations; and

   (c) The insurance afforded by this endorsement is excess over any other valid and collectible insurance available to you and is subject to the provisions of paragraphs (b) and (c) of Policy Condition 16. Other Insurance.

3. The insurance afforded by this endorsement does not apply to liabilities arising from any ***unmanned aircraft system*** owned in whole or in part or leased for more than thirty (30) days by any insured.

SCHEDULE

UNMANNED AIRCRAFT SYSTEM DESCRIPTION:

ANY ***UNMANNED AIRCRAFT SYSTEM*** THAT DOES NOT EXCEED 55LBS IN WEIGHT

LIMIT OF LIABILITY:

Each ***Occurrence*** Limit: $1,000,000

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

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Global Aerospace, Inc.

BY:

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TRIA DISCLOSURE
(Does Not Provide Any Insurance Coverage)

THIS DISCLOSURE PROVIDES A SUMMARY OF THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED. THIS DISCLOSURE IS MADE A PART OF THIS POLICY. EXCEPT AS EXPRESSLY PROVIDED, NOTHING IN THIS DISCLOSURE CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY, AND UNDER NO CIRCUMSTANCES DOES THIS DISCLOSURE AFFORD ANY TERRORISM COVERAGE OR ANY OTHER COVERAGE.

I. Terrorism Risk Insurance Act Notice

Under the Terrorism Risk Insurance Act, as amended, (referred to herein as TRIA), you have a right to purchase insurance coverage from us for losses arising out of an "Act of Terrorism" as defined in Section 102(1) of TRIA.

For purposes of this disclosure and to ensure compliance with TRIA, the term "Act of Terrorism" means:

A. Certification - Any act that is certified by the Secretary of the Treasury of the United States, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

(1) to be an act of terrorism;
(2) to be a violent act or an act that is dangerous to:
  (a) human life;
  (b) property; or
  (c) infrastructure;
(3) to have resulted in damage within the United States, or outside of the United States in the case of:
  (a) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;
  (b) the premises of a United States mission; and
(4) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Limitation - No act shall be certified by the Secretary as an act of terrorism if:
(1) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
(2) property and casualty insurance losses resulting from the act, in aggregate, do not exceed $5,000,000.

C. Determinations Final - Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

D. No delegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

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Federal Share of Compensation

If coverage is purchased (see Section III below), payments made under this policy, for losses caused by a certified "Act of Terrorism", will be reimbursed in part by the United States Government to us using a formula established by federal law. Under this formula, if the aggregate insured losses exceed a trigger amount ($100,000,000 through 2015; $120,000,000 beginning on January 1, 2016; $140,000,000 beginning on January 1, 2017; $160,000,000 beginning on January 1, 2018; $180,000,000 beginning on January 1, 2019; and $200,000,000 beginning on January 1, 2020), the United States Government generally reimburses a percentage (85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020) of covered terrorism losses exceeding the statutorily established deductible paid by us for losses arising from certified "Acts of Terrorism".

$100 Billion Program Cap

TRIA contains a program cap of $100,000,000,000 that limits United States Government reimbursement as well as our liability for losses resulting from certified "Acts of Terrorism" when the amount of such losses in any one calendar year exceeds the program cap. If the aggregated insured losses for all insurers exceed the program cap, coverage (if purchased) for "Acts of Terrorism" may be reduced.

II. Conditional Termination of this Disclosure

A. The provisions of TRIA state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2020." Unless the program is renewed, extended or otherwise continued by the federal government, this disclosure terminates upon the first occurrence of any of the following conditions:

(1) the policy period ends; or

(2) the federal Terrorism Risk Insurance Program has terminated either in its entirety or with respect to the type of insurance afforded by this policy; or

(3) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available with respect to the type of insurance afforded by this policy.

B. If none of the conditions set forth in paragraph II. A. above occur, this disclosure will remain in effect unless we notify you of changes in response to federal law.

III. TRIA Terrorism Coverage

As required by TRIA, an offer of terrorism coverage within the terms of TRIA ("TRIA Terrorism Coverage") was included in our quote. No insurance is afforded by this notice and no TRIA Terrorism Coverage is afforded under this policy unless such offer was accepted and TRIA Terrorism Coverage was purchased.

If TRIA Terrorism Coverage was purchased, TRIA endorsement(s) are attached to this policy and the premium for such coverage will be as stated in the binder as respects any such endorsement(s).

If TRIA Terrorism Coverage was not purchased, coverage for terrorism is excluded as provided in the policy, unless, as permitted by TRIA, alternative terrorism coverage was negotiated, in which case one or more endorsement(s) to this policy include the negotiated coverage for terrorism ("Alternative Terrorism Coverage"). If purchased, such Alternative Terrorism Coverage, includes portions which fall within TRIA (the "TRIA Portion"), as well as other coverage outside of TRIA, and the premium corresponding to the TRIA Portion of the Alternative Terrorism Coverage is 10% of the total premium for the endorsements providing the Alternative Terrorism Coverage.

Any TRIA Terrorism Coverage and the TRIA Portion of any Alternative Terrorism Coverage is subject to all of the disclosures and limitations set forth in Section I above.

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IV. Application

Nothing contained in this disclosure shall vary, waive, alter, or extend any of the terms, conditions, agreements or provisions of this policy, other than as above stated.

Notwithstanding anything in the policy to the contrary, as used in this disclosure, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the insurers shown in the Declarations, providing this insurance.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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NEW JERSEY AMENDATORY

1. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

   This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

2. **SECTION V- POLICY CONDITIONS,** Paragraph 6. Cancellation is deleted in its entirety and replaced by the following:

   6. Cancellation and Nonrenewal.

      I. Cancellation.

         (a) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

         (b) If this policy has been in effect for less than sixty (60) days, we may cancel this policy for any reason subject to the following:

            (1) We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

               a. ten (10) days before the effective date of cancellation if we cancel for:

                  (i) Nonpayment of premium; or

                  (ii) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

                     A. "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'"; and

                     B. "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

               b. thirty (30) days before the effective date of cancellation if we cancel for any other reason.

            (2) In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

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(c) Cancellation of Policies in Effect for Sixty (60) Days or More

(1) If this policy has been in effect for sixty (60) days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. Nonpayment of premium;

b. Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);

c. Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

d. Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

e. Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

f. Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;

g. Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk.

h. Loss of or reduction in available insurance capacity;

i. Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

j. Loss of or substantial changes in applicable reinsurance;

k. Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;

l. Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;

m. Agency termination, provided:

(i) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(ii) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

n. Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

(2) If we cancel this policy based on Paragraphs (c) (1) a. or b. above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least ten (10) days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than one hundred twenty (120) days nor less than thirty (30) days before the effective date of cancellation.

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(3) In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

(4) Notice will be sent to the last mailing addresses known to us, by:

a. Certified mail; or

b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

II. Nonrenewal.

(a) We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least thirty (30) days but not more than one hundred twenty (120) days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

(b) This notice will be sent to the first Named Insured at the last mailing address known to us by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.

(c) We need not mail or deliver this notice if the first Named Insured has:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2018 Endorsement Premium: Included

Attached to and made part of Policy No.: 9001414

Issued to: Specimen Policy 2018

Global Aerospace, Inc.

BY:

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Active Shooter Liability

HISCOX R5
rapid response • recover • rebuild • renew

General Terms and Conditions

I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims**, **events**, and **occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

II. Limits of liability

Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

A. Aggregate limit

The Aggregate Limit identified in the Declarations (if applicable to the relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for all covered **occurrences**, **events**, or **claims**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies.

B. Each occurrence limit

The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence** or **event**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

C. Each claim limit

The Each Claim Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

D. Multiple Coverage Parts

If the same **claim** or related **claim**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.

Regardless of the Coverage Parts under which the same **claim** or related **claim**, **event**, or **occurrence** is covered, only one **deductible** will apply, which will be the highest applicable **deductible** of the triggered Coverage Parts.

III. Your obligations to us

A. Named insured responsibilities

It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:

1. timely giving and receiving notice of cancellation or non-renewal;
2. timely payment of premium;
3. agreement to any endorsements to the policy;
4. receipt of return premiums; and
5. timely acceptance of changes to this policy.

B. Your duty to cooperate

You must cooperate with **us** in the investigation, adjustment, defense, and settlement of any loss or **claim** notified to **us**, including but not limited to:

1. submitting a signed proof of loss to **us** as soon as reasonably possible following any loss;
2. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;

3. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
4. attending hearings, depositions, and trials as **we** request;
5. assisting in securing and giving evidence and obtaining the attendance of witnesses;
6. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
7. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
8. pursuing **your** right of recovery from others.

C. Your representations

You warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

IV. Other provisions affecting coverage

A. Alteration and assignment

No change in or modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by our authorized representative.

B. Bankruptcy or insolvency

Your bankruptcy or insolvency will not relieve us of any of our obligations under this policy.

C. Cancellation

1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations. However, the **named insured** may not cancel the policy after it has submitted or reported any loss or **claim** to **us**.
2. This policy may be canceled by **us** only for non-payment of premium. In such cases, **we** will mail to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than ten days after the date of the notice of cancellation.
3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
4. If this policy is canceled by **us** or the **named insured**, **we** will return a pro rata proportion of the premium.
5. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.

D. Change in circumstances

You must notify **us** as soon as reasonably possible of any change in **your** business operations during the **policy period** which will materially affect this insurance. This includes, but is not limited to, ownership or control of **your** business, any change in the nature of the business carried out at an **insured location**, or any change in **your** operating conditions. **We** may then vary the terms and conditions of this policy. If **you** have any doubt whether a change is material, **you** should consult **your** broker or agent.

E. Coverage territory

This policy will only apply to any **claim**, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) brought against **you** within the United States, its territories or possessions, or Canada.

F. False or fraudulent claims

If any **insured** commits fraud in connection with any claim under this policy, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

G. Legal action against us

No one may bring a legal action against **us** unless:

1. **you** have fully complied with all of the terms of this policy; and
2. the action is brought within two years after the expiration or cancellation of this policy.

H. Multiple insureds

We will not pay any more than the amount stated in the Declarations applicable to each Coverage Part purchased, whether such amount consists of insured losses sustained by one **named insured** or multiple **named insureds**.

I. Other insurance

Any payment due under this policy will be primary with respect to, and will not contribute with, any other valid and collectible insurance covering the same loss.

However, if **you** have purchased either the Terrorism and Sabotage Liability Coverage Part or the Nuclear, Chemical, Biological, and Radiological Terrorism Coverage Part:

1. with respect to any **claim** made against **you** under Section I. Insuring agreements **–** What is covered, Third-party liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible workers compensation or employers' liability insurance, unless such other insurance is written specifically as excess over this policy; and
2. with respect to any **claim** made against **you** under Section I. Insuring agreements **–** What is covered, Employers' liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess over this policy.

J. Participation

In the event this policy or any Coverage Part is written as part of a quota share arrangement, **our** obligations will be several and not joint and are limited solely to the extent of **our** individual participation, as described in the Declarations. **We** will not be responsible for the share of any other carrier who for any reason does not satisfy all or part of its obligations.

K. Partial payments

In the event **we** determine a covered loss exceeds the **deductible**, **we** will advance mutually agreed upon partial payment(s) on the covered loss, subject to all other policy provisions. **We** will only advance such payment(s) upon **our** receipt of a signed and sworn proof of loss submitted by **you**, which must include adequate supporting documentation and meet any other requirements described in the applicable Coverage Part.

L. Recovery from third parties

In the event of a claim in which there is potential for recovery from any third party, **we** will have the right to pursue resolution of that action in **your** name at **our** expense. In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.

You will do nothing to prejudice **our** subrogation rights without **our** prior written consent.

You will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.

You (or any of **your** agents, contractors, or subcontractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish any loss insured and to secure compensation for any such loss, including protecting rights and taking action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

M. Sanctions

We will not provide any benefit under this policy where doing so would breach any sanction, prohibition, or restriction imposed by law.

N. Titles

Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

V. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

Application	means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
Covered amounts	means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
Deductible	means the amount identified as such in the Declarations.
Event	means a **malicious attack** or a **malicious threat**, as each is defined in the relevant Coverage Part.
Insured location	means a location on file with and agreed to by **us** as shown in Item 5 of the Declarations.
Named insured	means the entity identified in Item 1 of the Declarations.
Policy period	means the period of time identified in Item 2 of the Declarations.
We, us, or our	means Syndicate 33 at Lloyd's managed by Hiscox Syndicates Limited.
You, your, or insured	means the **named insured**.

HISCOX R5
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Active Shooter and Malicious Attack Property and Liability Coverage Part

I. Insuring agreements – What is covered

Malicious attack at an insured location

A. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

1. direct physical damage to or physical loss of **covered property** at the **insured location** where the **malicious attack** occurred, including any physical damage caused by law enforcement or security forces responding to the **malicious attack**;
2. **business interruption costs** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred, regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**;
3. **extended period of indemnity** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred; or
4. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** where the **malicious attack** occurred.

Malicious attack at other locations

B. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at a location **you** do not own or operate situated within a one-mile radius of any **insured location**, and is reported to **us** in accordance with Section III. Your obligations:

1. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** situated within a one-mile radius of the **malicious attack**; or
2. **loss of attraction** to the **insured location** situated within a one-mile radius of the **malicious attack.**

Third-party liability

C. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** for covered **claims** against **you** alleging **bodily injury** or **property damage** resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period**, and is reported to **us** in accordance with Section III. Your obligations.

Employers' liability

D. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** in excess of **your employers' liability coverage** for covered **claims** against **you** alleging **bodily injury** to **your employee** during the course of their employment in **your** business, solely and directly resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period** and is reported to **us** in accordance with Section III. Your obligations.

Bodily injury

E. **We** will pay up to the applicable Limit of Liability listed in the Scale of Benefits stated below for **bodily injury** suffered by anyone at an **insured location** and directly resulting from a **malicious attack** that occurs both during the **policy period** and at such **insured location**, provided it is reported to **us** in accordance with Section III. Your obligations:

Scale of Benefits Limit of Liability for any one affected person sustaining **bodily injury** covered by this Insuring agreement E:

1.	death;	USD $50,000
2.	**loss of limb -** one limb;	USD $25,000
3.	**loss of limb -** two or more limbs;	USD $50,000

4.	**loss of sight** in one eye;	USD $25,000
5.	**loss of sight** in both eyes; or	USD $50,000
6.	**permanent total disablement** (other than total and irrevocable **loss of sight** of one or both eyes or **loss of limb**(s)).	USD $50,000

Any payments **we** make under this Insuring agreement E will reduce the amount of coverage available under any other Insuring agreement or Coverage enhancement arising out of the same **malicious attack**. Any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

II. Coverage enhancements

If an amount appears on the Declarations next to the name of the sublimit below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding sublimit for the following amounts directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

Additional security measures sublimit	A.	reasonable and necessary costs and expenses **you** incur to arrange armed or unarmed agents at the affected **insured location** or any other **insured location**, if necessary, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Counseling sublimit	B.	reasonable and necessary costs and expenses **you** incur to provide affected persons psychiatric and counseling services and access to social workers, but only for such costs and expenses **you** incur within 12 months of the **malicious attack**.
Public relations costs sublimit	C.	reasonable and necessary costs and expenses **you** incur for a public relations or crisis management consultant **we** contract to assist **you** in responding to and managing the situation, including media management, remediation and recovery, and the formation of applicable crisis communication strategies, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Miscellaneous crisis management expenses sublimit	D.	other than those costs stated in subsections A, B, and C of this Section II. Coverage enhancements, other reasonable and necessary expenses **you** incur to respond to, mitigate, or recover from the **malicious attack**, but only if incurred with **our** prior written consent, including those costs incurred by **you** after reporting, in accordance with Section III. Your obligations, the **malicious attack** to Control Risks for an assessment or investigation. However, this sublimit will not cover any cost incurred to physically improve or alter the design of any **insured location** or any other property.
Medical payments and funeral expenses	E.	**medical expenses** and **funeral expenses** incurred by affected persons for **bodily injury** caused by a **malicious attack** at an **insured location**, regardless of fault, provided: 1. the expenses are incurred within one year of the **malicious attack**; and 2. with respect to **medical expenses** only, the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** may reasonably require.

We will pay the above Coverage Enhancements regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**.

You must incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section II. Coverage enhancements, and any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

III. Your obligations

Notifying us of occurrences	A.	**You** must inform the appropriate civil or military authority of a **malicious attack** as soon as reasonably possible. **You** must also give written notice to **us** of a **malicious attack** as soon as reasonably possible, but in any event, no later than 60 days after such **malicious attack** occurs. All such notifications to **us** must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations. In order to receive crisis management services, **you** must notify the consultant identified in Item 6 of the Declarations.
Notifying us of claims	B.	**You** must give written notice to **us** of any **claim** as soon as reasonably possible, but in any event, no later than 60 days after **you** first become aware of the **claim**. All such notifications must be in writing and include a copy of the **claim** and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Notifying us of potential claims	C.	**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**. In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim we** may reasonably request. The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** more than one year after the **policy period** has expired. All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Deductible	D.	**We** will not be obligated to make any payments under this Coverage Part unless the covered loss **you** sustain from a **malicious attack**, regardless of the number of locations affected, is greater than the **deductible**, in which case **we** will only be responsible for the amount of loss in excess of such **deductible**. **Our** obligation to pay **damages** and **claim expenses** under Insuring agreement C. Third-party liability is in excess of the **deductible**, which **you** must pay in connection with each covered **claim**, regardless of the number of locations affected.
Emergency repairs	E.	In the event of a **malicious attack**, **you** must make any emergency repairs necessary to protect **covered property** from further loss or damage.
Maintenance of workers compensation and employers' liability insurance	F.	Solely with respect to Insuring agreement D. Employers' liability, **you** must maintain **employers' liability coverage** on a continuous basis during the **policy period**. **We** will recognize erosion or exhaustion of the limit of liability of the underlying **employers' liability coverage** only by those losses that otherwise would have been covered under this Coverage Part. **We** will have no obligation to pay any sums under Insuring agreement D. Employers' liability, including any **damages**, **claim expenses**, or other covered amounts, for any **claim** that would be covered by the required **employers' liability coverage** but for **your** failure to maintain such coverage.
Proof of loss	G.	Before **we** make any payment under Insuring agreement A or B, **you** must give **us** a signed proof of loss as soon as reasonably possible. If **we** have not received such proof from **you** within 12 months after the end of the **policy period**, **we** will have no obligation to make any

payments with respect to that claim.

Your obligation not to incur any expense or admit liability

H. **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense. However, **your** compliance with paragraph E. Emergency repairs will not constitute a failure to comply with this condition.

IV. Defense, settlement, and valuation

Defense and settlement

A. 1. **We** have the right and the duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

2. **We** have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

3. **We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not withhold unreasonably. If **you** withhold consent to a settlement **we** recommend and which is acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is:

   a. the amount of **our** recommended settlement; and

   b. **claim expenses** incurred up to the date of **our** recommendation.

Initial response expense

B. We will pay up to 20 consecutive days of or $25,000 for crisis management services performed by Control Risks, whichever is less, for reasonable and necessary expenses incurred by Control Risks responding to an incident that **you** have reported in accordance with Section III. Your obligations but which is subsequently determined not to be covered under this Coverage Part. This sublimit is subject to a $100,000 aggregate limit and is part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

Salvage and recoveries

C. All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Coverage Part will be for **our** benefit.

Valuation

D. 1. Business interruption

In calculating **income loss**, **we** will take into consideration:

a. the actual earnings at the **insured location** during the 12 months immediately preceding the date of the **occurrence**; and

b. the trend of **your** business and variations before and after the **occurrence** so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had the **occurrence** not occurred.

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

i. a complete or partial resumption of the business operations;

ii. making use of merchandise, stock, or other property at the **insured location(s)** or elsewhere; and/or

iii. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

If **we** and **you** do not agree on the amount of **income loss** and/or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **income loss** and/or **extra expense**. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the **income loss** and/or **extra expense** will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.

2. Physical damage to property

In the event of physical damage to or loss of **covered property**, **we** will pay the cost of repairing, replacing, or reinstating (whichever is the least) such property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

a. the repairs, replacement, or reinstatement must be executed promptly and with due diligence;

b. until repairs, replacement, or reinstatement is made, **we** will have no obligation to pay more than the actual cash value at the time of loss; and

c. if repairs, replacement, or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws or law, then **we** will have no obligation to pay any increased cost of replacement due to such restriction or prohibition.

Our liability for loss under this Coverage Part will not exceed the least of the following:

i. the amount shown in the Declarations applicable to the destroyed or damaged property;

ii. the replacement cost of the property or any part of it which was intended for the same occupancy and use, as calculated at the time of the loss; or

iii. the amount actually and necessarily spent in replacing the property or any part of it.

We will normally expect **you** to carry out repair or replacement of the damaged property, but if **we** and **you** agree it is not practicable or reasonable to do so, **we** will pay **you** an amount based on the repair or replacement costs, less an allowance for fees and associated costs not otherwise incurred.

V. Other provisions affecting coverage

Abandonment	A.	There may be no abandonment to **us** of any property.
Arson loss and claims	B.	Notwithstanding anything to the contrary in this Coverage Part, it is agreed that any otherwise covered loss or **claim** based upon, arising out of, or in any way involving **arson** is subject to a sublimit of $100,000 in the aggregate. Any payments **we** make will be in excess of the **deductible**. Such payments will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability.
Inspection and audit	C.	**We** will have the right to inspect any **insured location** at any time. **Our** right to make inspections, the making of any such inspections, and any report regarding

such inspections will not constitute an undertaking to determine or warrant that any property is safe.

We may examine and audit **your** books and records as they relate to this Coverage Part at any time during the **policy period** and within two years afterward.

Joint ventures

D. With respect to any **claim** made against a **joint venture**, **we** will only pay for the same percentage of covered **damages** and **claim expenses** as the percentage of **your** participation in such **joint venture**. The insolvency of any members of the **joint venture** or any other parties will not increase such percentage. This **joint venture** provision will not apply to any liability of an **insured** where, as a result of a **claim**, the terms of the **joint venture** agreement place the entirety of the **joint venture's** liability on such **insured**.

Loss payees

E. 1. In the event there is a specified lender loss payee or mortgagee ("loss payee") with an interest in **covered property**, **we** will pay for loss to such **covered property** to each loss payee under all present or future mortgages according to their respective interests. **We** will pay the loss payees in order of precedence of the mortgages.

2. The loss payee agrees to notify **us** of any change in ownership, occupancy, or hazard, and agrees to pay any additional premium associated with such change, as **we** may reasonably require, within ten days of receiving a written request from **us**. If the loss payee fails to pay the additional premium, **we** will have the right to cancel this policy.

   However, **we** will not invalidate the interests of any loss payee under this Coverage Part because of any:

   a. act of neglect of the debtor, mortgagor, or owner of the **covered property**;

   b. foreclosure, notice of sale, or similar proceedings with respect to the **covered property**;

   c. change in the title or ownership of the **covered property**; or

   d. change to a more hazardous occupancy.

3. If **you** fail to provide **us** with a proof of loss in accordance with Section III. Your obligations, the loss payee may provide it on **your** behalf. In that event, the loss payee will be subject to the provisions of this Coverage Part regarding **our** receipt and settlement of claims.

4. If **we** cancel this policy and/or any interest of the loss payee under this Coverage Part, **we** will give the loss payee 90 days written notice before the effective date of cancellation, or ten days if the cancellation is due to nonpayment of premium. In the event of nonpayment of premium, the loss payee must pay the premium due on the debtor, mortgagor, or owner's behalf or **we** will cancel this policy.

5. If **you** cancel this policy, coverage available to the loss payee will terminate ten days after **we** provide the loss payee written notice of cancellation, unless:

   a. the loss payee authorizes or otherwise consents to **your** cancellation before **we** terminate the policy; or

   b. **you** replace this policy with insurance providing coverage for the interests of the loss payee, in which case coverage provided to the loss payee under this Coverage Part will terminate on the effective date of the replacement policy.

6. Notwithstanding anything to the contrary in the General Terms and Conditions, Section IV. Other provisions affecting coverage, L. Recovery from third parties, if **we** pay the loss payee for any loss but deny payment to the debtor, mortgagor, or owner, **we** will be subrogated to all of the rights of the loss payee.

   No subrogation will impair the right of the loss payee to sue or recover the full amount of its claim.

7. At **our** option, **we** may pay to the loss payee the whole principal due on the debt or mortgage plus any accrued interest. In that event, all rights and securities will be assigned and transferred from the loss payee to **us**, and **we** will pay the remaining

debt or mortgage.

Protection maintenance	F.	**You** and **we** agree that any protection provided for the safety of **covered property** will be maintained in good order throughout the **policy period** and will be in use at all relevant times. **You** agree not to withdraw or vary this protection to the detriment of **our** interests without **our** consent.
Related claims and malicious attacks	G.	All **claims** arising out of the same **occurrence** will be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to **us**. All such related **claims** will be subject to one **deductible** and a single Each Claim Limit of Liability. Each **occurrence** will be subject to one **deductible** and a single Active Shooter and Malicious Attack Limit of Liability. In no event will **we** have any obligation to make any payment under this Coverage Part for any **claim** or **occurrence** resulting from a **malicious attack** which commences prior to the inception of the **policy period**.

VI. Exclusions – What is not covered

Exclusions applicable to the entire Coverage Part

We will have no obligation to pay any sums under this Coverage Part for any loss, **damages**, **claim expenses**, **medical expenses**, **funeral expenses**, or any other amounts:

Biological/chemical weapons	1.	based upon or arising out of the dispersal of or contamination by any biological or chemical agents, compounds, or pathogens, however such dispersal or contamination may have been caused.
Bodily injury/property damage of the perpetrator	2.	based upon or arising out of any **bodily injury** to or **property damage** incurred by the perpetrator(s) of a **malicious attack**.
Electronic loss	3.	based upon or arising out of an attack by electronic means, including but not limited to computer hacking, the introduction of any form of computer virus or corrupting or unauthorized instructions or code, or the use of any electromagnetic weapon; however, this exclusion will not apply to otherwise covered loss or damage that arises from the use of any computer, computer system, computer software program, or any other electronic system in the launch or guidance system or firing mechanism of any weapon or missile.
Fines or penalties	4.	for any fine, penalty, or other assessment against **you** or imposed by any court, government agency, public or civil authority, or any other person or entity.
Indirect and consequential loss	5.	based upon or arising out of: a. loss of use, loss of income, or increased cost of working, except for covered **business interruption costs**, **extended period of indemnity**, **ingress/egress income loss**, and **loss of attraction**; b. delay or loss of markets, depreciation, or reduction in functionality; or c. consequential or indirect loss or damage, except physical loss or damage not otherwise excluded by this policy and which results from a **malicious attack**.
Nuclear incident	6.	based upon or arising out of nuclear detonation, nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear detonation, nuclear radiation, nuclear reaction, or radioactive contamination may have been caused.
Pollution/environmental	7.	based upon or arising out of any actual or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up,

		remove, contain, treat, detoxify, or neutralize **pollutants**.
Protests/strikes/civil commotion	8.	based upon or arising out of any protest or strikes, labor unrest, riots, or civil commotion.
Road rage	9.	based upon or arising out of a violent physical attack between the driver or passenger of a vehicle toward the driver or passenger of another vehicle.
Threat or hoax	10.	based upon or arising out of a threat of a **malicious attack** or any hoax; however, this exclusion will not apply where **you** reasonably believed an actual **malicious attack** had occurred.
War	11.	based upon or arising out of war, invasion, or warlike operations (whether or not war is declared), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
Exclusions applicable only to first-party loss	**We** will have no obligation to pay any sums under Insuring agreement A. Malicious attack at an insured location, Insuring agreement B. Malicious attack at other locations, or Insuring agreement E. Bodily injury, for any:	
Burglary/theft	12.	loss arising out of burglary, housebreaking, looting, theft, or larceny.
Contraband	13.	loss arising out of acts of contraband or illegal transportation or trade.
Government enforcement	14.	increase in loss caused by the enforcement of any law regulating the use, reconstruction, repair, or demolition of any property to which this Coverage Part applies.
Mysterious disappearance	15.	loss caused directly or indirectly by mysterious disappearance or unexplained loss.
Utilities	16.	loss caused directly or indirectly by cessation, fluctuation, or variation in, or insufficiency of, water, gas, electricity supplies, telecommunications, or any other type of utility or service.
Exclusions applicable only to claims	**We** will have no obligation to pay any sums under Insuring agreement C. Third-party liability or Insuring agreement D. Employers' liability, including any **damages** or **claim expenses**, for any **claim**:	
Criminal proceedings	17.	brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.
Harassment and personal injury	18.	based upon or arising out of: a. wrongful termination, discrimination, harassment, false arrest, slander, or invasion of privacy; b. assault or battery of any **employee** that does not result from a **malicious attack**; or c. humiliation, mental anguish, emotional distress, suffering, or shock when alleged in conjunction with and based on the same allegations as subpart a or b above.
Intentional acts of the insured	19.	based upon or arising out of **your**: a. recklessness or deliberate misconduct; or b. criminal, dishonest, fraudulent, or malicious conduct.
Products/goods	20.	based upon or arising out of products or goods that **you** designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed.
Property damage of the insured	21.	based upon or arising out of loss of or damage to property: a. **you** own, lease, rent, or occupy; or

b. is in the care, custody, or control of **you** or any person or entity with whom **you** have a contractual agreement.

Exclusions applicable only to Insuring agreement C. Third-party liability

We will have no obligation to pay any sums under Insuring agreement C. Third-party liability, including any **damages** or **claim expenses**, for any **claim**:

Employer-related liability

22. based upon or arising out of injury or death to any of **your employees**, including any temporary, contract, or borrowed employee, or based upon or arising out of any employer liability, disability benefits, workers compensation, unemployment compensation, or similar laws, or amounts covered by any workers compensation insurance.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section V. Definitions applicable to all Coverage Parts.

Arson means the intentional or malicious setting of fire to any property or premises by third-party vandals or other persons committing malicious mischief.

Bodily injury means physical injury, sickness, disease, or death, and any resulting humiliation, mental anguish, emotional distress, suffering, or shock.

Business interruption costs means the actual **income loss** and **extra expense you** sustain during the **period of restoration** directly caused by a **malicious attack** which interrupts **your** business for a period greater than the **waiting period**.

Claim means any written assertion of liability or any written demand for financial compensation or non-monetary relief.

Claim expenses means the following sums incurred with **our** prior written consent:

1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a **claim**; and
2. premiums on any appeal bond, attachment bond, or similar bond, but **we** will have no obligation to apply for or furnish any such bonds.

Claim expenses does not include any compensation, severance, salary, wages, fees, benefits, overhead, charges, or expenses **you** incur for any time spent in cooperating in the defense, settlement, or investigation of any **claim**.

Covered property means the real property and any business personal property declared to **us** as shown in Item 5 of the Declarations. **Covered property** will also include personal property whose value is declared to **us**, provided such property is located at an **insured location** and:

1. owned by **you**, including **your** interest in **tenant improvements and betterments**;
2. owned by **your** officers and employees; or
3. owned by others and in **your** care, custody, or control, but only to the extent:
   a. **you** are under an obligation to keep such property insured under this policy; or
   b. of **your** legal liability for such property, in which case **we** will have the right and duty to defend that portion of any claim against **you** seeking damages for such physical loss or damage.

   We have the right to select and appoint counsel to defend **you** against any such claim, and **we** may investigate, negotiate, and settle the claim as **we** deem necessary. Any amounts incurred in the defense, investigation, negotiation, or settlement of such claim will be a part of, and not in addition to, the applicable limit of liability.

Covered property does not include:

a. land or land values;

b. power transmission, feeder lines, or pipelines not at an **insured location**;

c. any building or structure, or property inside such building or structure, while such building or structure is vacant, unoccupied, or inoperative for more than 30 days, unless the building or structure is intended to be unoccupied in its normal operations;

d. aircraft or any other aerial device, or watercraft;

e. animals, plants, or living things of all types; or

f. any land conveyance, including vehicles, locomotives, or rolling stock.

However, land motor vehicles designed for travel on public roads (including any attached machinery or equipment):

i. that are expressly identified as **covered property** in the Declarations or on file with **us**;

ii. whose values have been declared to **us**; and

iii. that were located at an **insured location** at the time of damage,

will be included as **covered property**.

Damages means the following amounts:

1. a monetary judgment or monetary award that **you** are legally obligated to pay (including pre- or post-judgment interest and awards of claimants' attorney fees); or
2. a monetary settlement **we** negotiate with **your** consent.

Damages includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

Deductible means the amount stated as such under the Active Shooter and Malicious Attack Property and Liability Coverage Part section of the Declarations.

Employee means any past, present, or future:

1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
2. partner, director, officer, or board member (or equivalent position); or
3. independent contractor,

of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**, and provided such individual would be eligible for coverage under **your employers' liability coverage**.

Employers' liability coverage means:

1. compulsory insurance coverage required by law in connection with **your** liability to **employees**, or, if such coverage is not required by law, then the functional equivalent of such coverage; and
2. insurance coverage for **damages** and/or **claim expenses** for a **claim** brought against **you** by an **employee** or other third party for conduct outside the normal risk of employment or where the **employee** is not subject to an applicable state's workers compensation law.

Extended period of indemnity means the actual amount of the reduction in sales sustained during the 90-day period after the **period of restoration** has ended, but only if resulting from:

1. Restoration efforts: efforts to physically restore the business to the condition that would have existed had no **malicious attack** occurred; or
2. Contract cancellation: cancellation of contracts **you** entered into prior to the **malicious attack** for sales that would have been earned during the 90-day period described above.

Extended period of indemnity will not include loss due to fines or penalties, or damages for

breach of contract or late or non-completion of orders.

If **you** could have minimized the total reduction in sales by:

a. a complete or partial resumption of the business operations;

b. making use of merchandise, stock, or other property at the **insured location** or elsewhere; and/or

c. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

Extra expense means the reasonable and necessary expenses **you** incur to minimize the interruption to **your** business operations that are over and above the costs that normally would have been incurred in conducting the business during the same period had no **malicious attack** occurred.

Extra expense also includes the reasonable and necessary expenses **you** incur to relocate **your** business to a temporary location in order to avoid or mitigate **your income loss** directly caused by the interruption to **your** business operations.

At the end of the **period of restoration**, any remaining useful life or salvage value remaining in property for which **extra expense** was incurred during the **period of restoration** will be deducted and not included in **extra expense**.

The most **we** will pay for **extra expense** is the reasonable and necessary costs and expenses **you** actually incur to minimize the interruption to **your** business operations, or **your** expected **income loss**, whichever is less.

Funeral expenses means reasonable expenses for:

1. burial, cremation, or other funeral-related services; and
2. the transportation of bodily remains to a location where such burial, cremation, or other funeral-related services are performed.

Income loss means the sum of the following:

1. the net income **you** would have earned had no **malicious attack** occurred; and
2. continuing normal operating expenses **you** incur, including ordinary payroll.

Ingress/egress income loss means the **income loss** directly caused by the prevention of ingress to or egress from an **insured location**, whether by order of a civil or military authority or otherwise, sustained for a period greater than the **waiting period** but not to exceed ten days after the **malicious attack**.

Joint venture means a business enterprise in which **you** participate pursuant to a written agreement.

Loss of attraction means the actual amount of the reduction in sales **you** sustain for a period greater than the **waiting period** but not to exceed 30 days after the **malicious attack**.

Loss of limb means the physical separation of a hand at or above the wrists or of a foot at or above the ankle, including permanent total and irrecoverable loss of use of a hand, arm, foot, or leg.

Loss of sight means the permanent and total loss of sight, which **we** will consider as having happened:

1. in both eyes if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight left in both eyes is 3/60 or less on the Snellen scale, meaning the affected person cannot see beyond three feet what he or she should be able to see at 60 feet; or
2. in one eye if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight the affected person has left is 3/60 or less on the Snellen scale, meaning he or she cannot see beyond three feet what he or she should be able to see at 60 feet.

Medical expenses means reasonable expenses for necessary:

1. first aid administered at the time of a **malicious attack**;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, and professional nursing services.

Malicious attack means any event that:

1. involves the use of a firearm, handheld weapon, explosive device, moving vehicle, aircraft, or drone;
2. is intended to harm another person or group of persons; and
3. is carried out or attempted by any person or group of persons acting alone or on behalf of or in connection with any organization.

Occurrence means any one **malicious attack** or series of **malicious attacks** having the same purpose or cause occurring during any period of 72 consecutive hours, which results in a loss or series of losses. Each **occurrence** will be subject to one **deductible** and a single per **occurrence** limit.

If any part of the 72 consecutive hours of the **malicious attack** takes place after the end of the **policy period**, **we** will deem all loss as sustained during the **policy period**.

If a **malicious attack** or series of **malicious attacks** having the same purpose or cause first commences prior to the inception of the **policy period**, **we** will deem the entire **malicious attack** to have occurred prior to the **policy period**.

Period of restoration means the time period beginning on the date and time of the initial interruption of **your** business and ending on the date and time the interruption ends or could have ended had **you** acted with due diligence and dispatch. In no event will the **period of restoration** exceed 180 calendar days.

Permanent total disablement means disablement:

1. which prevents the affected person from attending completely to all aspects of any business or occupation for which he or she is specialized in by training, education, industry knowledge, or relevant experience;
2. lasting 12 consecutive months; and
3. at by end of such period, a qualified physician has confirmed that the affected person has reached maximum medical improvement, with no reasonable expectation of further improvement.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, mold, spores, fungi, soot, ash, fumes, acids, alkalis, chemicals, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. However, smoke, soot, ash, or fumes from a fire caused by a **malicious attack** are not **pollutants**.

Potential claim means any **bodily injury** or **property damage**, or other circumstances reasonably likely to lead to a **claim** covered under this Coverage Part.

Property damage means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

Tenant improvements and betterments means fixtures, alterations, installations, or additions **you**:

1. make to a part of a building **you** occupy but do not own; and
2. acquire or make at **your** expense but cannot legally remove.

Waiting period means the number of hours stated as such in the Declarations commencing from the date and time on which:

1. the initial interruption to **your** business occurs;
2. **your** ingress to or egress from an **insured location** is prevented, whether by order of a civil

or military authority or otherwise; or

3. the **malicious attack** first occurs at a location **you** do not own or operate situated within a one-mile radius of any **insured location**.

For any coverage to which a **waiting period** applies, **we** will pay otherwise covered loss only if the interruption to **your** business, prevention of ingress to or egress from the **insured location**, or reduction in sales at the **insured location(s)**, continues for a period greater than the **waiting period**, in which case **we** will pay for **income loss** or **extra expense** sustained from the date and time the interruption, prevention, or reduction first began, and ending on the time limitation applicable to the coverage to which the **waiting period** applies.

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Endorsement 1

APPLICANT NAME: City of Ormond Beach

E2007.8 Lloyd's Syndicate (33) Endorsement
Proportion Percent: 100%
Syndicate: 33
Contract #: B1234HISINC2024
DCH #: DA-SC-231030-0001
Authorization Date: December 22, 2005

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Endorsement 2

APPLICANT NAME: City of Ormond Beach

E2010.1 Premium Payment Clause (Reinsurance)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 days of inception of this contract (or, in respect of installment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th day from the inception of this contract (and, in respect of installment premiums, by the date they are due) (Re) Insurers will have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re) Insurers are on risk but the full contract premium will be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers will give not less than 30 days prior notice of cancellation to the (Re) Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation will automatically be revoked. If not, the contract will automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

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Endorsement 3

APPLICANT NAME: City of Ormond Beach

E2013.2 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

With the exception of any risks located in the jurisdictions below, service of process in any suit against **us** may be made on:

Hiscox Inc.
5 Concourse Parkway Suite, 2150
Atlanta GA, 30328
Attn: Head of Claims

For any policy in the jurisdictions listed below, service of process in any suit against **us** must be made on the following nominees:

1. For California risks, service of process must be made on:
Wilson, Elser, Moskowitz, Edelman & Dicker
555 S. Flower Street
Suite 2900
Los Angeles, CA 90071

2. For Illinois risks, service of process must be made on:

Lloyd's Illinois, Inc.
181 West Madison Street
Suite 3870
Chicago, IL 60602-4541

It is not necessary for the Director of Insurance to be specifically named or for their address to be specified.

3. For Kentucky risks, service of process must be made on:
Lloyd's Kentucky, Inc.
341 West Main Street
Frankfort, KY 40601-18082

If the policy is in any of the following jurisdictions, service of process may also be made upon the below:

1. For Guam risks, service of process may also be made on either of the following:

Thomas Sterling, Esq.
Blair, Sterling, Johnson, Martinez, P.C.
Suite 1008 DNA Building

Agent Name: N/A
Agent Address: N/A

Endorsement 3

APPLICANT NAME: City of Ormond Beach

238 Archbishop F.C. Flores Street
Hagatna, Guam 96910-5205
Telephone: (671) 477-7857
Facsimile: (671) 472-4290
Email: tcsterling@kbsjlaw.com

2. For Oklahoma risks, service of process may also be made on:
Oklahoma Insurance Commissioner
Oklahoma Insurance Department
4157 S. Harvard, Suite 121
Tulsa, OK 74135

3. For Puerto Rico risks, service of process may also be made on:
Commissioner of Insurance
Office of the Commissioner of Insurance, Commonwealth of Puerto Rico
GAM Tower, Urb. Tabonuco, Suite 400
Guaynabo, Puerto Rico 00968-3020
Telephone: (787) 304-8686
Facsimile: (787) 273-6365
In the event service of process is made on the Commissioner of Insurance, the Commissioner must forward any papers he or she has received to **us** at the address specified above.

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

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Endorsement 4

APPLICANT NAME: City of Ormond Beach

E2021.1 Florida Amendatory Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

I. The Cancellation provision in Section IV. Other provisions affecting coverage is deleted in its entirety and replaced with the following.

Cancellation

1. This policy may be cancelled by the **named insured** by giving **us** advance written notice stating when thereafter such cancellation will be effective. If the **named insured** cancels this policy, **we** will retain the customary short rate proportion of the premium.

2. Policies in effect for 90 days or less

If this policy has been in effect for 90 days or less, **we** may cancel this policy by mailing to the first **named insured** by registered, certified or other first class mail, at the address shown in Item 1 of the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if **we** cancel for non-payment of premium; or

(b) 20 days before the effective date of cancellation if **we** cancel for any other reason, except **we** may cancel immediately if there has been:

i A material misstatement or misrepresentation; or

ii A failure to comply with the underwriting standards established by **us.**

3. Policies in effect for more than 90 Days

If this policy has been in effect for more than 90 days, **we** may also cancel this policy by mailing to the first **named insured** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice, including the reason(s) for cancellation, stating when not less than 45 days thereafter (or 10 days thereafter when cancellation is due to non-payment of premium), the cancellation will be effective.

We may cancel this policy only for one of the following reasons:

(a) Non-payment of premium;

(b) The policy was obtained by a material misstatement;

Endorsement 4

APPLICANT NAME: City of Ormond Beach

(c) There has been a failure to comply with underwriting requirements established within 90 days of the effective date of coverage;

(d) There has been a substantial change in the risk covered by the policy; or

(e) The cancellation is for all **insureds** under such policies for a given class of insureds.

4. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice. If **we** cancel this policy, any return premium will be calculated pro rata. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation. If return premium is not refunded with the notice of cancellation, **we** will mail the refund within 15 working days after the date cancellation takes effect.

II. Section IV. Other provisions affecting coverage is amended to include the following at the end:

Non-renewal

If **we** elect not to renew this policy, **we** will mail or deliver to the first **named insured** written notice of non-renewal, including the reason for non-renewal, not less than 45 days before the end of the **policy period**.

We will mail or deliver the notice of non-renewal to the first **named insured** at the address shown in Item 1 of the Declarations. If the notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

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Endorsement 5

APPLICANT NAME: City of Ormond Beach

E2017.3 Policyholder Disclosure Notice of Terrorism Insurance Cover

YOU ARE HEREBY NOTIFIED THAT FOLLOWING THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT REMIBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEEDS $100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE OF SUCH LOSSES FOR ALL INSURERS EXCEEDS $100 BILLION, COVERAGE MAY BE REDUCED.

As defined in Section 102(1) of the Act, as amended: The term "Act of Terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an Act of Terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Notwithstanding the TRIA program, this Policy insures against all terrorism perils in accordance with the terms, conditions and exclusions of this insurance. Your policy includes coverage for terrorism losses that are outside the TRIA definition of an "Act of Terrorism" as above. It also provides coverage for you according to your Policy terms, conditions, exclusions and limits, irrespective of any cap.

The allocation of the premium for TRIA coverage is provided below and does not include any charges for the portion of loss covered by the United States government under the Act.

The allocation we have made in respect of US exposures to Acts of Terrorism, as defined under TRIA, is 80% of your current premium. This premium allocation applies to expiry of the risk or 12:00 midnight December 31, 2027, the date on which the TRIA program is scheduled to terminate, whichever is sooner.

PLEASE RETAIN A COPY OF THIS DISCLOSURE NOTICE FOR YOUR RECORDS

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Endorsement 7

APPLICANT NAME: City of Ormond Beach

E2081.1 Amend War Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

I. In Exclusions – What is not covered, the "War" exclusion is deleted in its entirety and replaced with the following:

War, civil war, and cyberwarfare — based upon or arising out of, directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power;
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority; or
3. **cyberwarfare**, to the extent not otherwise excluded by paragraph 1.

II. For purposes of this Endorsement, the following definition applies:

Cyberwarfare means any:

1. unauthorized access to, or use, alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of, any computer hardware or electronic data;
2. creation, transmission, or introduction into a computer system, computer network, or electronic data of a computer virus or harmful code; or
3. restriction or inhibition of access to a computer system, computer network, or electronic data, including through a denial-of-service (DoS) attack,

committed by, or on behalf of, a **state**.

In determining by whom any action listed in parts 1. through 3. above is committed **we** will consider to whom any governing body (including the governing body's intelligence, law enforcement, or military services) attributes such action, regardless of whether:

A. the computer system, computer network, or electronic data is physically located within the jurisdiction of that governing body; or

B. there are inconsistent statements within different branches or agencies of that governing body (including intelligence, law enforcement, or military services) as to whom the action is attributable to.

However, if:

i. a governing body has not attributed any such action to a **state**, or any person, group, association, or entity acting on the **state's** behalf; and

ii. there is at least one **media report** or a cybersecurity forensic firm report indicating that such action is attributed to a **state** or any person, group, association, or entity acting on the **state's** behalf,

then **we** will not pay any **damages**, **claim expenses**, or any other amounts resulting from any action listed in parts 1. through 3. above until any governing body attributes such action to a **state** or any person, group, association, or entity acting on the **state's** behalf.

If a governing body does not attribute such action to a **state** or any person, group, association, or entity acting on the **state's** behalf, or declares it is unable to do so, then a **media report** or cybersecurity forensic firm report will be conclusive evidence that the act was committed by, or on behalf of, a **state.**

For purposes of this definition, "**media report**" means an article published by the Associated Press, Reuters, Wall Street Journal, or the British Broadcasting Corporation.

HISCOX R5
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Administered by Hiscox Inc.
5 Concourse Parkway Suite 2150, Atlanta, GA 30328
(646) 452-2353

Endorsement 7

APPLICANT NAME: City of Ormond Beach

For purposes of this definition, "**state**" means a sovereign state, state-like entity, quasi-state, proto-state, or a state-sponsored actor or group.

HISCOX

CONFORMITY NOTICE

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol “$” is used in this policy, it shall mean United States Dollars (USD).

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with trade and economic sanctions. To that end:

I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site http://www.treas.gov/offices/enforcement/ofac/.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

(1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;

(2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;

(3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;

(4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or

(5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at http://www.treas.gov/offices/enforcement/ofac/.

AD&D – Police Officers & Firefighters

CHUBB®

ACE American Insurance Company
(A Stock Company)
Philadelphia, PA 19106

Blanket Accident Policy

POLICYHOLDER:

POLICY NUMBER:

POLICY EFFECTIVE DATE:

POLICY TERM:

STATE OF DELIVERY:

This Policy takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

REBECCA L. COLLINS, Secretary

THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.
BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS.
PLEASE READ THE POLICY CAREFULLY.

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SCHEDULE OF BENEFITS

PREMIUM DUE DATE: Annually in advance, on or before the following dates: the Policy Effective Date and

CLASSES OF ELIGIBLE PERSONS:

Class 1: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.

PLAN BENEFITS & COVERED ACTIVITIES:

Accidental Death & Dismemberment Benefits

Class 1 Principal Sum:*	$75,000.00 Line of Duty Coverage Additional $150,000.00 Fresh Pursuit Coverage Additional $225,000.00 Unlawful and Intentional Death & Dismemberment Coverage
Time Period for Loss:	365 days from the date of a Covered Accident

*The Principal Sum will be increased annually by the Consumer Price Index as set forth by the Bureau of Criminal Justice and the State Fire Marshall's Office as required by Florida Statutes 112.19 (j) and 112.191 (i).

Child Care Center Benefit

Benefit Maximum:	$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	To Age 13 for each surviving Dependent Child

Child Education Benefit

Benefit Amount:	$2,000 per year Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	4 years

Continuation of Insurance Expense Benefit

Benefit Maximum:	$5,000 per year Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 years

Funeral and Burial Expense Benefit

Benefit Amount:	$10,000 Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage

Spouse Education Benefit

Benefit Amount:	$2,000 per year Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	3 years

INITIAL PREMIUM RATES:

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

"Active Service" means a Covered Person is either 1) actively at work performing all regular duties on a full-time or part-time basis either at his or her employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

"Covered Accident" means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

"Covered Activity" means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

"Covered Loss" or "Covered Losses" means an accidental death, dismemberment, or other Injury covered under the Policy.

"Covered Person" means any eligible person for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

"Dependent Child" means an Insured's child, from the moment of birth to the end of the calendar year in which the child reaches age 25 if the child is: 1) chiefly dependent on the Insured for support, 2) living in the Insured's household, or 3) is a full-time or part-time student.

"Doctor" means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person's Immediate Family or household.

"Hospital" means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint

Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

"Injury" means accidental bodily harm sustained by a Covered Person from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. All injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Any occupational condition or impairment of health of any firefighter or any law enforcement officer or correctional officer caused by tuberculosis, heart disease, or hypertension resulting in death shall be presumed to have been accidental, to have been suffered in the Line of Duty, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.18 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in death shall be presumed to have been accidental, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.181 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by exposure to a toxic substance, adverse results or complications from a smallpox vaccination, or a mental or nervous Injury, that requires medical treatment, and that results in death shall be presumed to have been accidental and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.1815 must be met.

"Insured" means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

"We," "Our," "Us" means the insurance company underwriting this insurance or its authorized agent.

ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results, within the Time Period for Loss shown in the *Schedule of Benefits*, in any one of the losses shown below, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Schedule of Covered Losses

Covered Loss	**Benefit Amount**
Life	100% of the Principal Sum
Two or more Members	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
One Member	50% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Paraplegia	75% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Uniplegia	25% of the Principal Sum

"Quadriplegia" means total Paralysis of both upper and lower limbs. "Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body. "Uniplegia" means total Paralysis of one lower limb or one upper limb. "Paraplegia" means total Paralysis of both lower limbs or both upper limbs. "Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

"Member" means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of Speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of Hearing" means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

Child Care Center Benefit

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent child in a Child Care Center if death of a Covered Person results directly and independently of all other causes from a Covered Accident. This benefit is subject to the following conditions:

1. one or more surviving Dependent child is under Age 13; and
2. was enrolled in a Child Care Center on the date of the Covered Accident; or
3. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the surviving spouse if the spouse has custody of the child. If the surviving spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the Covered Person's death. A claim must be submitted to Us at the end of each 12 month period with proof of enrollment and attendance. A 12-month period begins:

1. when the Dependent child enters a Child Care Center for the first time, within the period specified in (3) above, after the Covered Person's death; or
2. on the first of the month following the Covered Person's death, if the Dependent child was enrolled in a Child Care Center before the Covered Person's death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

"Child Care Center" is a facility that:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

Child Education Benefit

We will pay an additional benefit for each qualifying Dependent child covered under the policy on the date the Covered Person dies. The Covered Person's death must result, directly and independently of all other causes, from a Covered Accident for which an Accidental Death Benefit is payable. This benefit is subject to the following conditions:

A qualifying Dependent child must:

1. be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the Covered Person's Covered Accident; or
   be at the 12th grade level on the date of the Covered Person's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student; and
2. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent child's enrollment and attendance within 31 days of the end of each year.

Continuation of Insurance Expense Benefit

We will pay benefits, up to the Maximum Benefit shown in the *Schedule of Benefits,* if a surviving spouse or a surviving Dependent child elects to continue group health insurance provided by the Employer of a Covered Person who died, subject to all of the following conditions:

1. the Covered Person's death results directly and independently of all other causes from a Covered Accident; and,
2. within 60 days of the Covered Person's death, the surviving spouse and/or surviving Dependent child notifies Us of his or her election to continue existing coverage under the Employer's plan as permitted by state or federal continuation law; and,
3. if the Covered Person is a firefighter, the death must be: a) a result of an act of violence inflicted by another person; b) a result of a fire which has been determined to be caused by an act of arson; or c) a result of an assault of the firefighter under riot conditions; or
4. if the Covered Person is not a firefighter the death must be: a) the result of an act of violence inflicted by another person; or b) a result of an assault against the Covered Person.

This benefit, payable annually, equals the premiums required to continue the health insurance described above, as long as the total amount of this benefit does not exceed the Benefit Maximum shown in the *Schedule of Benefits*. The benefit will be paid at the end of each year during which health insurance is continued, if We receive a request for reimbursement and proof of the premiums paid during that year. Benefit payments will continue until the earliest of the following dates:

1. the date a surviving spouse or surviving Dependent child is no longer eligible to continue health insurance coverage;
2. the date benefit payments equal the Benefit Maximum*;*
3. the end of the Aggregate Maximum Benefit Period; and,
4. the date a surviving spouse remarries or the date a surviving Dependent child reaches age 25.

Benefits are payable to the surviving spouse, or the person who actually paid the premium on the surviving spouse's behalf, if other than the surviving spouse.

The term "health insurance" does not include supplemental benefits that are not part of their basic group health insurance plan. Health insurance benefits payable from any other source shall reduce benefits payable under this benefit.

Funeral and Burial Expense Benefit

We will pay the benefit shown in the *Schedule of Benefits,* for funeral and burial of a Covered Person who dies from an Injury resulting directly and independently of all other causes from a Covered Accident.

Spouse Education Benefit

We will pay benefits for the Covered Person's Spouse as described below, up to the Benefit Maximum shown in the *Schedule of Benefits* if a Benefit is payable under the Accidental Death and Dismemberment Benefit due to the Covered Person's death. To qualify for the Spouse Education Benefit, the Spouse must enroll in an Occupational Training program within one year of the date of the Covered Person's death for the purpose of obtaining an independent source of income.

We will pay a Spouse Education Benefit equal to the lesser of:

1. the Spouse Education Benefit amount shown in the *Schedule of Benefits*; or
2. the Expense Incurred for Occupational Training.

"Expense Incurred" means: a) the actual tuition charged, exclusive of room and board; and, b) the actual cost of the materials needed for the Occupational Training program.

The expense must be incurred within 3 years of the date of the Covered Person's death. We will pay the Spouse Education Benefit due immediately after We receive proof that the Spouse has enrolled in an Occupational Training program.

"Occupational Training" means any educational, professional, or trade training program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

"Spouse" means the Covered Person's wife or husband who was not legally separated or divorced from the Covered Person when he or she died.

HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

Exposure and Disappearance

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:
1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

Fresh Pursuit Coverage

The Covered Accident must take place while on duty, on or off the Policyholder's premises.

This Coverage includes Injury which:
1. for law enforcement, correctional or correctional probation officers results in a Covered Loss that occurs:
    a. as a result of the officer's response to Fresh Pursuit; or
    b. as a result of an officer's response to what is reasonably believed to be an emergency; or
    c. at the scene of a traffic accident to which the officer has responded; or
    d. while the officer is enforcing what is reasonably believed to be a traffic law or ordinance.

2. for firefighters, results in a Covered Loss as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property or the firefighter's participation in a training exercise.

"Fresh Pursuit" means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not necessarily imply instant pursuit, but pursuit without reasonable delay.

Line of Duty Coverage

The Covered Accident must take place while:
1. on duty, on or off the Policyholder's premises; or
2. making a "Line of Duty" response to an emergency while off duty.

"Line of Duty" means acts done according to the standards set by the Policyholder for the type of work in which the Insured is engaged. It does not include:
1. commuting between home and place of work; or
2. traveling or any other act not considered to be in the Insured's Line of Duty.

Unlawful and Intentional Death Coverage

This Coverage includes death resulting from the unlawful and intentional killing:
1. of a law enforcement, correctional, or correctional probation officer, while engaged in the performance of the officer's law enforcement duties; and
2. of a firefighter, while engaged in the performance of his or her firefighter duties, who dies as a result of;
   a) an Injury sustained by an unlawful and intentional act of another person; or,
   b) a fire which has been determined to have been caused by an act of arson;

while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder.

EXCLUSIONS

We will not pay benefits for any loss or Injury that is caused by, or results from:
- intentionally self-inflicted Injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not.
- service in the military, naval or air service of any country.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- commission of, or attempt to commit, a felony, an assault or other illegal activity.
- the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

SCOPE OF COVERAGE

Crime Victims Provision

If the Covered Person is a victim of a violent crime and it is determined that the Covered Person is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of this Policy will not apply. The Covered Person must provide Us with a copy of the written notification concerning their status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse and children in equal shares; 2) Parents. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

Changes In Premium Rates: We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Payment of Premium: The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Policy Effective Date And Termination Date: The Policy begins on the Policy Effective Date at 12:00 a.m. (midnight) at the address of the Policyholder where this Policy is delivered. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due provided written notice of cancellation is given to the Policyholder within 45 days after the Premium Due Date. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination. If notice of cancellation is not given within this period, the Policy will terminate at 12:00 a.m. (midnight) on the date written notice of cancellation is given. The cancellation notice will be mailed to the Policyholder's last address shown in Our records.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

Certificates Of Insurance: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured.℠

CHUBB

CHUBB GROUP
U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores When you are no longer our customer, we continue to share information about you as described in this notice.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	**Call 1-800-258-2930 or go to** https://www2.Chubb.com/us-en/privacy.aspx	

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does Chubb Group collect my personal information?	We collect your personal information, for example, when you ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

ACE Group of Companies

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of September 23, 2013.

The ACE Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S.
- Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations.

The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services.

It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management

program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A."Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201.

The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

VI. ACE Group of Companies Legal Entities

The ACE Group of Companies include the following: ACE American Insurance Company, ACE Property and Casualty Insurance Company, Illinois Union Insurance Company, ACE Fire Underwriters Insurance Company, Combined Insurance Company of America, Combined Life Insurance Company of New York. These companies are covered entities whose business activities include both covered and non-covered functions under HIPAA (i.e., hybrid entities) and are legally separate covered entities that are under common ownership or control (i.e., affiliated covered entity).

NOTICE REGARDING PRIOR DESIGNATIONS OF BENEFICIARY

RE: ASSUMPTION OF PRIOR BENEFICIARY DESIGNATIONS AND ASSIGNMENTS

Policy #:

Policyholder:

Policy Effective Date:

This policy is underwritten by ACE American Insurance Company

We agree, that in return for the payment of the required premium for coverage under the above referenced policy (the new policy), ACE American Insurance Company (the Company) agrees to be bound by the terms and conditions of any prior beneficiary designation or absolute assignment made by an insured under the prior policy providing the same or similar benefits issued to, or on behalf of the Policyholder named above provided the following conditions are met.

1. The insured person is covered under the policy at the time of loss, or other event triggering the exercise of the assignment, and has not exercised any legal or contractual right to change his or her beneficiary or terminate the assignment.

2. The original form is on file with the employer and the employer certifies at the time the rights under the form are exercised that it is the original form. The original, signed form must be submitted at the time of claim or other transaction requiring evidence of the designation or assignment.

In the event the beneficiary designation or assignment is found to be no longer valid for any reason, all policy rights, obligations and payment proceeds will be determined on the basis of the terms and conditions of the policy issued to the Policyholder by the Company.

The Company assumes no responsibility for the validity or sufficiency of any assignment or beneficiary designation, and by this assumption of prior executed forms, does not relinquish its right to challenge the legality of any such form. Any payment made in good faith by the Company under the terms of any prior assignment form, beneficiary designation or the terms of the new policy will end its liability to the extent of that payment.

Pollution & Storage Tank

COVER PAGE

Insured's Name: City of Ormond Beach

Policy # STP-425331

UMR # _____

(Lloyd's Policies Only)

Policy Dates: From: 4/29/2024 To: 4/29/2025

Endt Effective Date: _____ Endt #: _____

Surplus Lines Agent's Name: Timothy L. Clegg

Surplus Lines Agent's Address: 3345 S. Val Vista Dr. #300 Gilbert, AZ 85297

Surplus Lines Agent's License #: P172454

Producing Agency's Name: Brown & Brown Insurance Services, Inc.

Producing Agent's Name: Patty Heiskell, AAI

Producing Agency's Physical Address: 300 N. Beach Street, Daytona Beach, FL 32114

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Program Premium: $8,294.00

Policy Fee: $250.00

Florida Tax: $0.00

FSLSO Fee: $0.00

Carrier Fee: $0.00

Surplus Lines Agent's Countersignature: TLC

☐ **"THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

☐ **"THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU"**

CRUM & FORSTER SPECIALTY INSURANCE COMPANY

305 Madison Avenue, Morristown NJ 07962

COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS

POLICY NUMBER:	RENEWAL OF:	DATE ISSUED:
STP-425331	STP-421795	05/07/2024

Item 1.	**NAMED INSURED & ADDRESS:** CITY OF ORMOND BEACH *22 S Beach Street* *Ormond Beach, FL 32174*		**PRODUCER NAME & ADDRESS:** *UCPM, LLC* *3345 S Val Vista Dr, Suite 300* *Gilbert, Arizona 85297-0000*
	FORM OF BUSINESS: Governmental Entity/Public Property		**PRODUCER CODE:** 9495
Item 2.	**POLICY PERIOD:**	04/29/2024 to 04/29/2025 12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	**LIMITS OF INSURANCE:**		
	Policy Aggregate Limit		$2,000,000
	Each Confirmed Release:		$1,000,000
	Defense Expense Aggregate Limit:		$1,000,000
Item 4.	**DEDUCTIBLE/SELF-INSURED RETENTION:**	See Deductible schedule Endorsement CFSTP 00 002	
Item 5.	**RETROACTIVE DATES:**	See Endorsement CFSTP 00 525	
Item 6.	**PREMIUM:**		
		Policy Premium:	$8,294
		TRIPRA Premium:	Excluded
		Total Policy Premium:	$8,294
		Minimum Earned Premium:	25%
		Minimum Policy Premium:	100%
Item 7.	**AUDIT PERIOD:** Not Subject to Audit	Basis: Units: 2 USTs ,6 ASTs	Rate: Flat

THESE DECLARATIONS, TOGETHER WITH POLICY JACKET, MASTER FORMS LIST, SCHEDULES AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN THE COMPLETION OF THE ABOVE NUMBERED POLICY.

SCHEDULE OF FORMS & ENDORSEMENTS

Form No.	Form Title
CFSTP 00 001 10 16	COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS
EN002-0211	SCHEDULE OF FORMS AND ENDORSEMENTS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICY HOLDERS
CS 07001 01 21	C&F SPECIALTY SIGNATURE PAGE
EN0004-0521	CLAIMS REPORTING
EN0005-1017	SERVICE OF PROCESS CLAUSE
EN0007 1019	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
EN0011-1014	PRIVACY NOTICE
EN0050-0222	EMERGENCY RESPONSE HOTLINE
EN0052-0222	NOTICE OF LOSS ALL
CFSTP 00 000 01 15	STORAGE TANK POLLUTION POLICY
CFSTP 00 002 01 21	DEDUCTIBLE ENDORSEMENT
CFSTP 00 501 10 15	MANDATORY NOTICE OF VOLUNTARY REMOVAL OR REPLACEMENT OF UNDERGROUND STORAGE TANKS SYSTEM
CFSTP 00 525 05 16	COVERED STORAGE TANK COVERAGE ENDORSEMENT
CFSTP 00 536 10 13	POLLUTION CONDITIONS EXCLUSION
CFSTP 00 541 10 13	ABOVEGROUND STORAGE TANK POLLUTION CONDITION DEFINITION AMENDATORY ENDORSEMENT
CFSTP 00 546 10 13	LOADING OR UNLOADING COVERAGE ENDORSMENT
CFSTP FR CERT-FL	FINANCIAL RESPONSIBILITY CERTIFICATE OF INSURANCE - FL

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Crum & Forster Specialty Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

(A Capital Stock Company)

SIGNATURE

Marc J. Adee
Chairman and CEO

SIGNATURE

Michael P. McTigue
Secretary

CS 07 001 01 21

CRUM & FORSTER®
A FAIRFAX COMPANY

CLAIMS REPORTING

Notice of a claim or circumstances to the Insurer shall be reported to:

UCPM CLAIMS ADVOCACY IS READY TO HELP. PLEASE COPY **claims@ucpm.com** ON ALL CLAIMS CORRESPONDENCE.

Crum & Forster
Claims Department
305 Madison Avenue
Morristown, New Jersey 07960
Email: **crumandforsternol@cfins.com**
Phone: **(800) 690-5520**
Fax: **(877) 622-6204**
Online: **CFConnect.cfins.com**

Notice given in writing to the Insurer's broker will be considered notice to the Insurer.

SERVICE OF PROCESS CLAUSE

The Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law, pursuant to the laws of the state where this policy is delivered, is hereby designated as the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit, or proceeding arising out of this policy. The Company further designates:

Name:	Marc Adee, President
Name of Company or Firm:	Crum & Forster Specialty Insurance Company
Mailing Address:	305 Madison Avenue Morristown, NJ 07960

as its person to whom such process shall be forwarded by the Insurance Commissioner, Director of Insurance, Superintendent of Insurance, or other officer specified by law.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

In consideration of the premium charged it is hereby agreed that:

A. The following exclusion is added to all coverage parts of this policy:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising directly, or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in U.S. dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would have been covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** above describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added to this policy:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage under any coverage part to which this endorsement applies, and includes, but is not limited to, "damages", "bodily injury", "property damage", "personal and advertising injury", "cleanup costs" or "ultimate net loss" as may be defined in any applicable coverage part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5,000,000 in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

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(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of Title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion.

3. "Other acts of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under any coverage part of this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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Crum & Forster[1] Privacy Principles

Crum & Forster's Privacy Principles guide our conduct in the collection, use, release and security of personal and confidential information we obtain as part of our business of providing and servicing commercial insurance products, including underwriting, policy administration, insurance claims adjusting, appraisal and loss control services. These principles define Crum & Forster's commitment to the privacy and integrity of the information we accumulate, manage and store.

Who collects and has access to non-public personal information?

Personal information may be collected by and/ or shared with employees of Crum & Forster or by any of Crum & Forster's authorized representatives, attorneys, or others who provide services to Crum & Forster in connection with providing and servicing its commercial insurance products, such as claims administrators, independent appraisers, managed care providers, systems vendors, or similar service providers. Crum & Forster requires service providers to honor the privacy principles in the handling of non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose information to third parties as allowed by law. For example, in response to a subpoena or other order or inquiry of a court, regulator or governmental agency or to its insurers.

Why does Crum & Forster need personal information and what do we do with it?

Crum & Forster limits the collection, disclosure, and use of customer information to only what is needed to properly underwrite and service its insurance products, and/ or to fulfill legal or regulatory requirements.

Crum & Forster collects personal information solely for conducting its business of underwriting and servicing and administering its insurance products including, but not limited to:

Underwriting and renewal of its commercial insurance products;
Claims Handling and adjusting, including investigation and payment of claims;
Claims administration and reporting;
Fraud detection and prevention;
Loss Control;
Complying with the law and reporting requirements;
Business activities that Crum & Forster may legally undertake.

Crum & Forster does not sell information to any third parties, and does not use it for marketing any of its insurance products.

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1 The Crum & Forster family of companies includes:
United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Crum & Forster Insurance Company, Crum & Forster Underwriters Co. of Ohio, Crum & Forster Specialty Insurance Company, and Seneca Insurance Company

What types of information are collected?

The type of information that Crum & Forster collects varies according to the insurance product involved, and may include information we receive from you on applications and other forms; information we receive from your employer; information we receive from other sources such as motor vehicle reports.

Safeguarding Your Privacy

Access to non-public personal information is limited to those employees who specifically need such information to conduct their business responsibilities.

If you conclude your relationship with us, we will continue to safeguard your privacy in accordance with the standards described in this notice.

We maintain physical, electronic and procedural safeguards to protect non-public personal information.

Our employees have been provided with a copy of this policy and receive annual training on safeguarding non-public personal information. Employees who violate these standards are subject to disciplinary measures.

About Our Website

Our website is used only to disseminate information. Crum & Forster does not place electronic "cookies" in the browser files of any guests. We do not collect any individual information as a result of the public visiting the site. In other words, we may count how many times our site has been visited, but do not gather any personal information about the visitors. If you send us an email, your communication will identify you to us. However, we will only use the information you provide to respond to your inquiry. The privacy of communication over the Internet cannot be guaranteed. Crum & Forster does not assume any responsibility any loss or damage you may experience or incur by the sending of personal information over the Internet by or to Crum & Forster.

Questions?

If you have any questions concerning our Privacy Principles, please contact our Privacy Compliance Officer at:

Crum & Forster
Attn: Privacy Compliance Officer
305 Madison Avenue
Morristown, New Jersey 07960

CRUM & FORSTER
A FAIRFAX COMPANY

EMERGENCY RESPONSE HOTLINE INFORMATION

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!
The Crum & Forster Spill Reporting Program
1-800-690-5520

As part of our value added policy services, Crum & Forster has established an Emergency Response Hotline for immediate reporting of pollution events or other events requiring immediate action or emergency response. The telephone number for the Hotline is noted above.

The **Environmental Casualty Notice Of Loss Endorsement** (*EN0052*) has been provided as part of your policy and outlines the instructions and information necessary to make a full report of such an incident. Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of *emergency environmental response costs* is conditioned on timely reporting by use of the Emergency Response Hotline.

The **Claims Reporting Endorsement** (*EN0004*) provides instructions and information for reporting all other non-emergency claims, incidents and occurrences.

Crum & Forster also has a **Spill Response Information Packet** available by request. It is designed for facilities, project sites and vehicles to provide easy reference to incident response measures and information. The packet contains:

- Initial Incident Questionnaire form;
- Crum & Forster Spill Reporting Program brochure;
- Chemical Incident Response Decision Logic sheet;
- Accident Documentation Card templates;
- Witness Statement forms;
- Wallet Card templates;
- Crum & Forster Spill Response Program Sticker templates; and
- Spill Control Equipment brochure.

All of the templates are pre-formatted for easy printing.

Please note that the Environmental Casualty Notice Of Loss Endorsement and Spill Response Information Packet are tools to aid you in gathering the necessary claim, incident or occurrence information. By providing these tools, we do not guarantee coverage under the policy or relieve you of any of your duties or obligations under the policy. Please carefully read and understand the coverage form and your duties and obligations within the policy.

CRUM & FORSTER
A FAIRFAX COMPANY

ENVIRONMENTAL CASUALTY
NOTICE OF LOSS

IMMEDIATELY REPORT ALL SPILLS OR RELEASES!

THE C&F SPILL REPORTING PROGRAM

1-800-690-5520

When you have a claim or "loss" (including spills)

1. Notify your insurance agent or broker immediately.
2. Complete this form as completely as possible.
3. Be sure to include any demand letters, lawsuits, regulatory reports and/or, directives, etc.
4. Report the claim to us immediately by emailing this form to **crumandforsternol@cfins.com;** calling **800-690-5520** or faxing this form to **877-622-6204.**

Date of Report:		Date of Loss:
Name of Person Reporting Loss:		Phone:
Name of Insured:		Policy Number:
Address:		
City:	State:	Zip:
Phone:		FAX:
Insured Contact:		E-Mail:
Brokerage/Agency:		Contact Name:
Brokerage/Agency Contact Phone:		

LOSS INFORMATION:

Name of Claimant	Phone:
Address of Claimant	E-Mail:
Location of Loss (Street Address and/or GPS Coordinates):	
Description of Loss:	

RESPONDING AGENCIES:

Fire/Police Department(s):		
Officer		Badge No.:
Address:		Phone:
Other Authorities or Contactors		
Entity	Contact:	Phone

COMPLETE FOR AUTO LOSSES

INSURED DRIVER INFORMATION:		
Company Name:		
Driver Name:		SSN:
Driver Home Address:		Phone:
City:	State:	Zip:
Driver's License No. and State of Issuance:		
Co-Driver Name:		SSN:
Co- Driver Home Address:		Phone:
City:	State:	Zip:
Co-Driver's License No. and State of Issuance:		

INSURED'S VEHICLE INFORMATION:			
Truck/Tractor No.:	Year:	Make:	VIN:
1st Trailer No.:	Year:	Make:	VIN:
2nd Trailer No.:	Year:	Make:	VIN:

INSURED CARGO INFORMATION:			
What type of cargo were you hauling?			
Was it hazardous material?	Y / N	Did it spill?	Y / N
Estimated Quantity Spilled:	Gallons:	Ground Water Affected?	Y / N
Describe the extent of the spill and actions taken to contain/remediate:			

OTHER VEHICLE INFORMATION:			
Owner Name:			Phone:
Address:			Phone:
City:	State:		Zip:
Year:	Color::	Make	VIN:
Driver Name:			SSN::
Driver Home Address:			Phone:
City:	State:		Zip:
Driver's License No. and State of Issuance:			
Insurance Company:		Policy Number:	
Description of Damage:			

**If more than one other vehicle is involved, list the above information for each on a separate page and attach it to this report.*

WITNESS INFORMATION			
Name	Address	Phone	Type of Injury

STORAGE TANK POLLUTION POLICY

THE COVERAGE AFFORDED UNDER THIS POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS.
PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage.

Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words 'you and your' refer to the Named Insured shown in the Declarations. The words 'we, us and our' refer to the Company providing this insurance.

The word insured means any person or organization qualifying as such under **SECTION III - WHO IS AN INSURED.**

Other words and phrases that appear in quotations have special meaning. Refer to **SECTION XI - DEFINITIONS.**

"Claim(s)" must first be made by or against the insured during the "policy period" and "claim(s)" must be reported to us by the insured during the "policy period"; or **SECTION X - EXTENDED REPORTING PERIOD** if applicable.

This policy is storage tank specific. Only "scheduled storage tank system(s)" are covered. Prior notice of any "scheduled storage tank system" removal or replacement is required under this policy.

In consideration of the payment of premium and your agreement to pay the Deductible as described in **SECTION VII –DEDUCTIBLE AMOUNT**, and in reliance upon the statements in the application made a part hereof, and subject to **SECTION V – LIMITS OF INSURANCE** as set forth in the Declarations, and **SECTION II – EXCLUSIONS** and **SECTION VIII – CONDITIONS** and all other terms of this policy; we agree as follows:

SECTION I - POLLUTION LIABILITY COVERAGE

1. Insuring Agreement - "Bodily Injury" and "Property Damage" Liability

a. We will pay those sums that the insured becomes legally obligated to pay because of "bodily injury" or "property damage" arising out of a "confirmed release" that first commences on or after the "retroactive date" and is first discovered by the insured during the "policy period". The amount we will pay for damages is limited as described in **SECTION V - LIMITS OF INSURANCE**. We may at our discretion investigate any "pollution condition" and settle any "claim" or "suit" that may result.

b. This insurance applies only to "bodily injury" and "property damage" caused by a "confirmed release" that first commences on or after the "retroactive date" shown in the Declarations only if:

(i) the "confirmed release" is from a "scheduled storage tank system(s)" at a scheduled site(s) as shown in the declarations; and
(ii) the insured's responsibility to pay damages because of "bodily injury" or "property damage" is determined in a "claim" or "suit" on the merits in the "coverage territory" or in a settlement we agree to.

c. This insurance applies to "bodily injury" and "property damage" caused by a "confirmed release" only if a "claim" or "suit" for damages because of the "bodily injury" or "property damage" is first made against the insured and reported to us in writing during the "policy period" or extended reporting period, if applicable. Provided that:

(i) a "claim" or "suit" by a person or organization seeking damages will be deemed to have been made when written notice of such "claim" or "suit" is reported; and
(ii) two or more "claim(s)" arising out of the same, interrelated, associated, repeated or continuous "confirmed release(s)" or a series of related "confirmed release(s)" shall be considered a single "claim", and shall be subject to one Limit of Liability and only one Deductible as set out in the Declarations, regardless of the number of "insured(s)" or claimants involved or the number or amount of "loss" or "policy period(s)" for which "confirmed release(s)", "corrective action" or loss(es), occurred and regardless of the number of "confirmed release(s)" alleged to have occurred.

2. Insuring Agreement – "Corrective Action" Liability

a. We will pay those sums that the insured becomes legally obligated to pay as "corrective action" to which this insurance applies. The amount we will pay for such "corrective action" is limited as described in **SECTION V – LIMITS OF INSURANCE.**

b. This insurance applies to "corrective action" only if:
(i) the "corrective action" arises directly out of a "confirmed release" commencing on or after the "retroactive date" shown on the Policy Declarations or as specifically endorsed to the policy; and
(ii) the insured's obligation to pay for "corrective action" because of a "confirmed release" is asserted by the applicable "implementing agency" under "storage tank environmental regulations". Notice asserting such obligation must be first received by you and reported to us in writing, in such written form as we may require, during the "policy period" or the optional extended reported period, if applicable.

3. Insuring Agreement - Defense Costs

We have the right and duty to defend any "claim" or "suit" seeking damages. We will pay the costs to investigate, contest, defend or appeal "bodily injury", "property damage" and "corrective action" to which this insurance applies. The amount we will pay is limited as described in **SECTION VI - LIMIT OF DEFENSE.**

No other obligation or liability to pay sums or to perform acts or services is covered under this policy.

SECTION II – EXCLUSIONS

This insurance does not apply to any "claim", "corrective action", "suit" or costs to investigate, contest, defend, or appeal "arising from":

1. Prior Pollution Conditions

Any "pollution condition" existing, commencing or occurring prior to the "retroactive date" shown on the Declarations or as specifically endorsed to the policy, or any known "pollution condition" existing, commencing or occurring prior to the policy inception that is not disclosed in writing prior to policy inception as part of the application for insurance.

2. Criminal, Fraudulent or Dishonest Acts

Any “claim”, “suit”, or “corrective action” arising from a “confirmed release” based on :

a. Any criminal, fraudulent, or dishonest act, omission or offense committed by the insured;
b. Any act, omission or offense committed by the insured with knowledge of its wrongful nature or with the intent to cause damage;
c. The obtaining by the insured of any profit, gain or advantage to which the insured is not legally entitled; or
d. Violation of the provisions of the Racketeer Influenced and Corrupt Organization Act 18 U.S.C. Sections 1961 et seq. by the insured.

3. Regulatory Non-Compliance

Any ″pollution condition″ based upon or attributable to any insured’s intentional, willful or deliberate noncompliance with any statute or regulation including those set forth in Title 40 of the Code of Federal Regulations and/or any ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

4. Auto, Aircraft or Watercraft

The ownership, entrustment to others, maintenance, use, operation, “loading” or “unloading” of any “automobile”, rolling stock, aircraft or watercraft owned or operated by or rented or loaned to any insured.

This exclusion applies even if the “claim”, “corrective action” or “suit” against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of another by that insured, or if the “confirmed release” which caused the “bodily injury” or “property damage” involved the ownership, entrustment to others, maintenance, use, operation, “loading” or “unloading” of any “automobile”, rolling stock, aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

5. Storage Tank Removal or Upgrades

Any cost or expense associated with the repair, reconstruction, replacement, removal, upgrading or rebuilding of any “scheduled storage tank system” or any other improvements, site enhancements or routine maintenance on, within or under the site at which “scheduled storage tank system(s)” are located, and any cost or expense associated with the removing, replacing or recycling of the contents or components of any “scheduled storage tank system(s)”.

6. Damage to Property

″Property damage″ to a “scheduled storage tank system(s)”.

7. Acquired Properties

Any “pollution conditions” at any property the insured first acquires, leases, rents, or occupies after the inception date, unless coverage for such property is specifically endorsed to this Policy.

8. Abandonment

Any “confirmed release” commencing after the date any “scheduled storage tank system(s)” is sold, closed in place, “abandoned”, given away, subleased (unless approved in writing by us prior to the commencement of the sublease) or ceases to be operational by or otherwise under the control of the insured.

9. Compatible Substances

Any storage of substances which are not listed by the “scheduled storage tank system(s)” component manufacturer as compatible with the construction materials of the “scheduled storage tank system(s)”.

10. Tank Maintenance and Usage

Any removing, replacing or recycling of any contents of any “scheduled storage tank system(s)”.

11. Unlisted Substances

Any “pollution condition” due to the presence of substances not included within the definition of “pollutant”.

12. Workers’ Compensation and Similar Laws

Any obligation of any insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law, including without limitation, “bodily injury” to any person, whether or not an “employee” of any insured.

13. Employers’ Liability

Any ″bodily injury″ or “property damage” to:

a. An employee or former employee of any insured, including any “leased employee″ or ″borrowed employee″, arising out of and in the course of:
(i) Employment by any insured; or
(ii) Performing duties related to the conduct of any insured’s business.
b. The spouse, child, parent, brother or sister of that employee, former employee, ″leased employee″ or ″borrowed employee″ identified in paragraph **a.** above.

This exclusion applies:
a. Whether any insured may be liable as an employer, former employer or in any other capacity; and
b. To any obligation to share damages with or repay someone else who may be liable to pay damages because of the injury or damage.

14. Contractual Liability

Any liability for which the insured is obligated to pay as damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

15. Cross Liability

Any “claim”, “suit”, or “corrective action” claimed by any of the following

a. any related business enterprise which is operated, managed or owned, in whole or in part, by the insured;
b. a parent company of the insured;
c. any affiliated or subsidiary company of the insured; or
d. any Named Insured against another Named Insured.

16. Excluded Damages

Any punitive, exemplary, or multiplied compensatory damages or statutory assessments or any civil, administrative, or criminal fines or penalties or the return of or reimbursement for legal fees, costs or expenses imposed upon an insured.

17. Date Recognition

Any “claim”, “suit”, or “corrective action” due to the inability to correctly recognize, process, distinguish, interpret or accept any date “arising from” any actual or alleged failure, modification to, malfunction or inadequacy of:

a. any of the following, whether belonging to any insured or to others or whether recommended, sold, procured, designed or developed by any insured or others:

(i) computer hardware, including micro-processors;
(ii) computer application software;
(iii) computer operating systems and related software;
(iv) computer networks;
(v) micro-processors, semi-conductors, or digital, analog or integrated devices not part of any computer systems; or
(vi) any other computerized or electronic equipment or components; or

b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in this exclusion.

18. War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, strike, riot, or civil commotion.

19. Other ″Claims″ or ″Suits″

″Bodily injury″, ″property damage″ or ″corrective action″ which does not arise directly out of a ″pollution condition″.

20. Nuclear Hazard

a. Any “claim”, “suit”, or “corrective action” for which there is any other policy, insurance or coverage or with respect to which an insured under this policy is also an insured under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under such policy but for its termination upon exhaustion of its Limits of Liability.

b. Any “claim”, “suit” or “corrective action” “arising from” the hazardous properties of “nuclear material” and with respect to which:

(i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any laws amendatory thereof, or
(ii) the insured is, or had this Policy not been issued by us would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

c. Any “claim”, “suit” or “corrective action” “arising from” the hazardous properties of any radioactive material, “nuclear material”, “nuclear waste” or “spent fuel”.

d. As used in this exclusion:

(i) “hazardous properties” includes radioactive, toxic or explosive properties;
(ii) “nuclear material” means “source material”, “special nuclear material” or “byproduct material”;
(iii) “source material”, “special nuclear material” and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amending thereof;
(iv) “spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;
(v) “nuclear waste” means any waste material containing “nuclear material”, radioactive material or “byproduct material”;
(vi) “nuclear facility” means:
(a) any “nuclear reactor”;
(b) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing “spent fuel”, or handling, processing or packaging “waste”;
(c) any equipment or device used for the processing, fabricating or alloying of “special nuclear material”, if at any time the total amount of such material n the custody of the insured at the premises where such equipment or device is located consist of or contains more than twenty-five (25) grams of plutonium or uranium two-hundred and thirty-three (233) or any combination thereof, or more than two-hundred and fifty (250) grams of uranium two-hundred and thirty-five (235);
(d) any structure, basin, excavation, premises or place prepared or used for the storage of disposal of “nuclear waste”, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
(vii) “nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

21. Progressive Or Continuing Injury Or Damage.

Any ″pollution condition″, ″bodily injury″, ″property damage″ or ″corrective action″ occurring or existing partly before and partly on or after the “retroactive date” will be deemed to have occurrence or existed before the “retroactive date”.

If the date cannot be determined upon which such “pollution condition”, “bodily injury”, “property damage” or “corrective action” first occurred or existed then, for the purposes of policies issued by us, such “pollution condition”, “bodily injury”, “property damage” or “corrective action” will be deemed to have occurred or existed before the “retroactive date”.

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, then you and your spouse are insured's, but only with respect to the conduct of a business of which you are the sole owner.
b. A partnership or joint venture then you are an insured. Your members, your partners and their spouses are also insured's, but only with respect to the conduct of your business.
c. A limited liability company, then you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
d. An organization other than a partnership, joint venture or limited liability company, then you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers or directors of the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.
e. A trust, then you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your employees, but only for acts within the scope of their employment.
b. The heirs, executors, administrators, assigns, and legal representatives of the insured in the event of death, incapacity, or bankruptcy.
c. Any other person or entity endorsed under this policy as in insured.

SECTION IV- COVERAGE TERRITORY

Coverage territory means the United States of America (including its territories and possessions) and Puerto Rico.

SECTION V - LIMITS OF INSURANCE

The most we will pay regardless of the number of:

a. "Insured(s)";
b. "Claims" made or "suits" brought;
c. Persons or organizations making "claims" or bringing "suits" or;
d. "Implementing agency" actions taken with respect to "corrective action".

The **LIMITS OF INSURANCE** shown in the Declarations in effect when the "confirmed release" was reported are the most we will pay for the sum of all "corrective action", "claims" and "suits" because of that "confirmed release". The Per "Confirmed Release" Limit less the **DEDUCTIBLE AMOUNT** is the most we will pay for the sum of "claims", "corrective action" and "suits" from a "confirmed release" which is reported during the "policy period".

Subject to the Per "Confirmed Release" Limit, the Policy Aggregate Limit is the most we will pay for the sum of all "corrective action", "claims" and "suits" from all "confirmed releases" reported during the "policy period".

In addition to the **LIMITS OF INSURANCE**, we will pay:

a. All prejudgment interest awarded against the insured on that part of a judgment we pay. If we make an offer to pay the **LIMITS OF INSURANCE**, we will not pay any prejudgment interest based on that period of time after the offer; and

b. All interest on the full amount of a judgment that occurs after entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that is within the **LIMITS OF INSURANCE**.

The limits of this policy apply separately to each consecutive annual term and to any remaining term of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposed of determining the **LIMITS OF INSURANCE.**

SECTION VI - LIMIT OF DEFENSE

The **LIMIT OF DEFENSE** as shown in the Declarations of the policy in effect when the "confirmed release" was reported, less the **DEDUCTIBLE AMOUNT** is the most we will pay for all costs to investigate, contest, defend or appeal "claims" or "suits" from a "confirmed release" reported during the "policy period".

As part of the **LIMIT OF DEFENSE**, we will pay:

a. All expenses we incur which are attributable to a "claim" or "suit";
b. The cost of bonds to release attachments, but only for bond amounts within the **LIMITS OF INSURANCE**. We do not have to furnish these bonds.
c. All costs taxed against the insured in a covered "suit".

We will only pay the costs to investigate, contest, defend or appeal "claims" or "suits" when each of the following conditions is met:

1. The "claim" or "suit" is a covered "claim" or "suit" in accordance with Section I, items 1 and/or 2; and
2. The **LIMITS OF INSURANCE** for such coverage in Section I, items 1 and/or 2 have not been exhausted by the payment of "claims" or "suits".

Our duty to defend ends when we have paid the applicable **LIMITS OF INSURANCE**.

SECTION VII - DEDUCTIBLE AMOUNT

The **DEDUCTIBLE AMOUNT** shown in the Declarations or as specifically endorsed to the policy is your obligation and applies to each "confirmed release" reported and is the most you will pay for the sum of all "corrective action", "claims" or "suits" and for all costs to investigate, contest, defend or appeal "claims", or "suits" because of a "confirmed release". The **DEDUCTIBLE AMOUNT** reduces the policy limit. You shall reimburse us for advancing any amounts paid by us within your deductible within 30 (thirty) days of our request for such reimbursement.

SECTION VIII - CONDITIONS

1. Representations and Warranties

By accepting this policy, you warrant:
a. The statements in the Declarations, application, and supplemental material are accurate, true and complete; and
b. The statements in the Declarations are based on representations you made to us; and

c. As of the date you signed the application, you have disclosed to us all "confirmed releases", and any facts or circumstances which could reasonably be expected to develop into a "confirmed release" as defined by our policy; and
d. We have issued this policy in reliance upon your representations.

2. Changes

This policy contains all agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The terms of this policy can be amended or waived only by an endorsement issued by us and made a part of this policy.

3. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual insured. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone who possesses proper temporary custody of your property will have your rights and duties, but only with respect to that property.

4. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy but in no event shall such bankruptcy or insolvency obligate us to pay any part or all of any applicable deductible, or otherwise impose any obligation on us under this Policy before the deductible is satisfied.

4. Pre-Existing Release

The insured has the burden of proving that a "claim" is not related to a pre-existing "confirmed release". The Company has the right to recover from the insured all expense occurred in investigating a pre-existing "confirmed release" and any costs incurred in mitigating the environmental impact associated with any pre-existing "confirmed release."

5. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy term and up to three years afterward.

6. Inspections

We shall be permitted but not obligated to inspect, sample or monitor at any time the insured's "scheduled storage tank systems". Neither our right nor our undertaking to make inspections, sample or monitor shall constitute an undertaking on the insured's behalf to determine or warrant that the property or operations are safe, healthful, conform to acceptable engineering practice or are in compliance with any law, rule, or regulation.

The Company shall have the right to modify, amend or delete any of the terms and conditions of this policy including the rights to charge additional premium and the rights to withdraw, rescind or void the policy, if its examination, audit or inspection reveals any material risk, hazard or condition that was not previously disclosed by the insured in the application or supplemental material, or which deviated from the information disclosed in the application or supplemental material.

8. Other Insurance

The insurance provided under this policy is primary insurance, except when stated in the Declarations to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Insured" has other insurance which is stated to be applicable to the "claim", "cleanup costs" or "loss" on an excess basis, the amount of our liability under this policy shall not be reduced by the existence of such excess insurance.

9. State Trust Funds, Programs, and Plans

In the event any insured recovers from any government funds available to you or others for any “claim”, “corrective action” or “suit” covered under this policy, we shall be entitled to recover from the insured: the portion of recovery that is equal to the amount of such “claim”, “corrective action” or “suit” paid by us in excess of any **DEDUCTIBLE AMOUNT** paid by the insured.

10. Separation of Insureds

Except with respect to **LIMITS OF INSURANCE, LIMIT OF DEFENSE, DEDUCTIBLE AMOUNT** and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and
b. Separately to each Named Insured against whom “claims” or “suits” are made.

11. Transfer of Rights of Recovery

If you have rights to recover all or part of any payment we have made under this policy from other parties, including insurers, state funds, programs or plans, those rights are transferred to us. You must do nothing after loss to impair those rights to recover. At our request, you will pursue those rights or transfer those rights to us and help us enforce those rights to recover.

12. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver, to the insured shown in the Declarations, written notice of the nonrenewal, not less than sixty (60) days before the expiration date.

13. Premiums

The first Named Insured shown on the Policy Declarations:

a. is responsible for the payment of all premiums; and
b. will be the payee for any return premiums we pay.

14. Cancellation

The first Named Insured shown on the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of ten (10) days after a copy of such written notice is mailed or delivered to the first Named Insured. If we cancel for any other reason the cancellation will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is mailed or delivered to the first Named Insured. We will deliver our notice to the first Named Insured’s last mailing address known to us.

Notice of cancellation will state the effective date of cancellation. The “policy period” will end on that date. If the first Named Insured cancels, the earned premium shall be computed in accordance with the customary short rate table. If we cancel, the earned premium shall be computed pro rata or as specified by state law or regulation. Any return premium is subject to our retaining a minimum earned premium not less than twenty-five percent (25%) of the amount specified in the Declarations.

15. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but only after the actual trial. We will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable **LIMITS OF INSURANCE**. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant, or the claimant's legal representative.

16. Acquisition or Operational Changes

If at any time after signing the application the insured shall become aware of any material change in any of the facts declared or undeclared to the Company or if the insured shall subsequently receive information indicating a material increase in the exposure to which this policy relates, the insured shall, within thirty (30) days advise the Company in writing of such change or such exposure increase. The terms of this policy shall then be subject to renegotiation with regard to any new, additional or increased exposures resulting from such changes.

SECTION IX - DUTIES IN THE EVENT OF A "CONFIRMED RELEASE", "CLAIM" OR "SUIT"

1. Any "confirmed release" reported to us does not relieve you of any duties you may have under applicable laws or regulations for proper notification to the "implementing agency" which has jurisdiction over any such "confirmed release". Notwithstanding the above, all notices of a "confirmed release" or receipt of a "suit" or "claim" must be forwarded in writing to the address shown in the **CLAIMS REPORTING** notice attached to this policy.

a. You must see to it that we are notified as soon as practicable of any insured becoming aware of any "pollution condition" which may result in a "claim" or any action or proceeding to impose an obligation on the insured for any "corrective action". Notice should include:

(i) How, when and where the "pollution condition" took place;

(ii) The names and addresses of any injured persons and witnesses; and

(ii) The nature and location of any injury or damage arising out of the "pollution condition". Notice of a "pollution condition" is not notice of a "claim".

b. If a "claim" is made against any insured or any action or "suit" is initiated, you must see to it that we receive written notice of the "claim" or notice of action or "suit" as soon as practicable of any insured becoming aware of any such "claim", action or "suit'.

c. The insured must:

(i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "pollution condition" including but not limited to all correspondence between any insured and any third party claimant including but not limited to any "implementing agency"; and all demands, summonses, notices or other process or papers or papers filed with a court of law, administrative agency, "implementing agency" or an investigative body in connection with any "claim" or "pollution condition" or "confirmed release".

(ii) Authorize us to obtain records and other information including, but not limited to all technical reports, laboratory data, field notes or any other documents generated by persons the insured has hired to investigate or remediate a "pollution condition", all expert reports, investigations and data collected by experts the insured has retained, whether or not you intend to use the material for any purpose;

(iii) Cooperate with us in the investigation, settlement or defense of the "claim"; and

(iv) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may apply.

d. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for minor first aid, without our consent.

e. We shall have the right, but not the duty, to participate in decisions regarding "corrective action" or remediation of a "pollution condition", or to assume direct control over all aspects of such "corrective action" or remediation and the adjustment of any "claim" up to the applicable limit of liability.

2. You must permit us to inspect the "scheduled storage tank system(s)" in order to substantiate that the "bodily injury", "property damage" or "pollution condition" was caused by a "confirmed release" from a "scheduled storage tank system(s)".

3. If requested you must permit us to question you under oath at such times as may be reasonably required about any matter relating to a "confirmed release" including your books and records. Such sworn statement must be signed.

4. You must comply with all local, state and federal reporting requirements.

5. You must take immediate action in accordance with "ASTM" risk based "corrective action" standards and any applicable "implementing agency" laws and regulations to stop or contain the "confirmed release".

SECTION X - EXTENDED REPORTING PERIOD

1. You shall be entitled to an automatic extended reporting period without additional charges upon termination of coverage as defined in this section. The automatic extended reporting period starts at the end of the "policy period" and lasts for six (6) months, except if the new or renewed policy following this policy has the same "retroactive date" or a "retroactive date" earlier than that of this policy. All coverage shall be subject to all of the policy terms, conditions and exclusions. The Automatic Extended Reporting Period shall only apply if no other similar insurance is in force at the time of the Automatic Extended Reporting Period. The Automatic Extended Reporting Period shall not in any way reinstate or increase the Limits of Insurance or extend the "policy period".

2. In addition to the automatic extended reporting period, you shall be entitled to purchase an extended reporting period for up to three years in duration, except in the event of nonpayment of premium. The charge for an extended reporting period for three years in duration shall not be more than one hundred and fifty percent (150%) of the premium per "policy period". The extended reporting period starts when the automatic extended reporting period, set forth in the above paragraph, ends.

3. Upon payment of the additional premium we shall issue an endorsement providing for an extended reporting period for up to three years, provided that you:

a. Make a written request for such endorsement which we receive within thirty (30) days after termination of coverage as defined herein; and

b. Pay the additional premium when due. If such additional premium is paid when due, the extended reporting period may not be canceled by us provided that all other terms and conditions of policy are met.

4. The "claim" first reported to us within the automatic extended reporting period and extended reporting period, if purchased in accordance with this section, shall be deemed to have been made on the last day of the "policy period", and coverage shall apply under this policy provided that:

a. The "confirmed release" first commenced on after the "retroactive date" and before the end of the "policy period" and you first discovered the "confirmed release" and provided notice to us during the "policy period".

b. The "confirmed release" first commenced on or after the "retroactive date" and before the end of the "policy period"; and the "claim" is otherwise covered under the terms and conditions of this policy.

5. For the purpose of this automatic extended reporting period and extended reporting period, if purchased, termination of coverage means:

a. In the event of cancellation, nonrenewal, or termination of this policy, except for non-payment of premium, fraud, or material changes in the use of "scheduled storage tank system"; and

b. With respect to specific "scheduled storage tank system(s)":

(i) the deletion of such, "scheduled storage tank system" from this policy by us upon your request; or

(ii) the sale, leasing to others, giving away, or relinquishing of operational control of such "scheduled storage tank system(s)" by you.

6. If the automatic extended reporting period or an extended reporting period endorsement is in effect, we will provide **LIMITS OF INSURANCE** as shown in the Declarations but only for "claim(s)" first reported to us pursuant to the policy terms and conditions and the extended reporting period endorsement. The purchase of an extended reporting period does not reinstate or increase the limit of liability shown in the Declarations.

SECTION XI – DEFINITIONS

1. "Abandonment" or "abandoned" means the discontinuance or operation of "scheduled storage tank system" without performing and completing any required closure of the "scheduled storage tank system" pursuant to any "implementing agency" order or direction.

2. "Arising from" means arising out of, relating to or resulting from.

3. "ASTM" means the American Society for Testing and Materials.

4. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

5. "Bodily injury" means physical injury, sickness or disease sustained by a person, including death, resulting from any of these, arising directly out of a "pollution condition". "Bodily injury" includes mental anguish or emotional distress, but only if resulting directly from physical injury, sickness or disease sustained by the same person.

6. ″Borrowed employee″ means a person provided to you by a temporary labor or other firm to perform duties related to the conduct of your business.

7. "Claim" means a demand for payment of money or the taking of action by a third party or the "implementing agency" to remedy the "confirmed release". A "claim" does not include the request for information, a notice of intent to reserve rights or an assertion of a potential problem.

8. "Confirmed release(s)" means "pollution conditions" that commences on or after the "retroactive date" shown in the Declarations and have been documented and verified to have occurred by means of a tank integrity test or other test procedure approved by an "implementing agency" in accordance with "storage tank environmental regulations".

9. "Corrective action" means the expenses incurred for the investigation, evaluation, monitoring, testing, removal, containment, dilution, abatement, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" as mandated under regulations promulgated by the "implementing agency". "Corrective action" will be deemed to be completed upon receipt of written notice from the "implementing agency" stating that no further "response action" is required. "Corrective action" does not include costs incurred by the insured for the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of "pollutants" if there is no "confirmed release".

"Corrective action" does not include "property damage".

10. "Implementing agency" means a federal, state or local municipal governmental entity having jurisdiction over a "scheduled storage tank system", its contents or the "corrective action" of a "confirmed release" pursuant to "storage tank environmental regulations".

11. ″Leased employee″ means a person leased to you by a professional employer organization, employee-leasing company, or other firm under a contract or agreement, to perform duties related to the conduct of your business.

12. "Loading" or "unloading" means the transfer of a product from one vessel, container or tank to another.

13. "Petroleum product" means crude oil or any fraction thereof that is liquid at 60 degrees Fahrenheit and 14.7 pounds per square inch absolute, and any product that is derived there from.

14. "Policy period" means the period set forth in the Declarations, or any shorter period arising as a result of:

a. Cancellation of this policy; or

b. With respect to any "scheduled storage tank system(s)" listed by applicable endorsement to the policy:

(i) the deletion of such "scheduled storage tank system(s)" from this policy by us; or

(ii) the sale, leasing to others, giving away or "abandonment" of such "scheduled storage tank system(s)".

15. "Pollutants" means Anitfreeze/Engine Coolants; Automotive Windshield-Washer Fluids and only those substances indicated as the "petroleum product" stored in each tank as listed on the storage tank application.

16. "Pollution condition" means any spilling, leaking, emitting, discharging, releasing, escaping or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, that originates within and directly emanates from a "scheduled storage tank system" into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

17. "Property damage" means:

a. Contamination of tangible property including all resulting loss of use of that property; or

b. Loss of use of tangible property that is not contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "confirmed release".

Any loss of use of tangible property shall be measured from the value of such property on the day of the "confirmed release". The definition of "property damage" does not include "corrective actions" or business interruption costs and/or expenses.

18. “Response action” means those operations and activities performed by a third party not affiliated with the insured, conducted in accordance with the “ASTM” risk based “corrective action” standards, if applicable, as a guide for remediation goals and objectives.

19. “Retroactive date” means the date set forth in the Declarations or attached “scheduled storage tank system” schedule and is the earliest date that a “confirmed release” can commence for coverage to be provided under this policy.

20. “Scheduled storage tank system(s)” means a stationary and permanently attached storage tank(s) owned or operated by you, including any connected piping, ancillary equipment, dispenser, appurtenances and containment system, as shown on the Declarations of this policy or in an applicable endorsement to the policy.

21. “Storage tank environmental regulations” means any Federal, state provincial or local laws (including but not limited to statutes, regulations, rules, ordinances, guidelines, or codes, governmental, judicial, or administrative orders and directives) in respect to the protection of the environment and a “scheduled storage tank system” that is made, enacted or adopted by an “implementing agency” which is in effect at the commencement of the policy.

22. “Suit” means a civil proceeding in which damages because of “bodily injury” or “property damage”, to which this insurance applies, are alleged. “Suit” includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent; or any other alternative dispute proceeding in which set damages are alleged and to which you submit with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION V - LIMITS OF INSURANCE.

SCHEDULE

Amount and Basis of Deductible	
N/A	per claim
See Endorsement CFSTP 00 525	per incident

Application of Endorsement: (Enter below any limitation on the application of this endorsement. If no limitation is entered, the deductible applies to all damages, however caused).

NO LIMITATIONS

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated into the policy.

1. Our obligation under the policy to pay compensatory damages, ″corrective action″ or ″claim related costs″ to you or on your behalf applies only to the amount of compensatory damages, ″corrective action″ or ″claim related costs″ in excess of any deductible amount stated in the Schedule above, and the limits of insurance applicable to this policy will be reduced by the amount of such deductible amount.

2. The deductible amounts stated in the Schedule apply as follows:

   A. **Per Claim Basis** - if the deductible is on a ″per claim″ basis, the deductible amount applies separately to all compensatory damages, ″corrective action″ and ″claim related costs″ because of ″bodily injury″, ″property damage″ or ″corrective action″ sustained by any one person or organization as the result of any one ″confirmed release″.

   B. **Per Incident Basis** - if the deductible is on a ″per incident″ basis, the deductible amount applies to all compensatory damages, ″corrective action″ and ″claim related costs″ because of ″bodily injury″, ″property damage″ or ″corrective action″ as the result of any one ″confirmed release″ regardless of the number of persons or organizations who sustain compensatory damages because of that “confirmed release″.

3. We will pay any part or all of the deductible amount to effect settlement of any claim or ″suit″ and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANDATORY NOTICE OF VOLUNTARY REMOVAL OR REPLACEMENT OF UNDERGROUND STORAGE TANKS SYSTEM

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE**.

A. It is agreed that the following shall be added to **Section VIII - CONDITIONS** of the policy:

Mandatory Notice Of Voluntary Removal Or Replacement Of Underground Storage Tank System
As a condition precedent to coverage under this policy, at least fifteen (15) days prior to the voluntary removal or replacement of any "scheduled storage tanks system(s)", you must provide us with written notice of such removal or replacement, provided always that the removal or replacement must take place, in its entirety, during the policy period.

Notice must be provided to us, in care of:

Crum & Forster
Claims Department, Environmental
305 Madison Avenue
Morristown, New Jersey 07960
liabilitynol@cfins.com

Notice must include complete details, including but not limited to:

a. The exact date that the removal or replacement of the "scheduled storage tank system(s)" will commence; and

b. The reason or basis for removing or replacing the "scheduled storage tank system(s)"; and

c. Copies of all contracts or agreements relating to the removal or replacement of the "scheduled storage tank system(s)"; and

d. Copies of any certificates of underground storage tank system testing for the "scheduled storage tank system (s)" that is being removed or replaced for the five (5) years immediately preceding the removal or replacement of such "scheduled storage tank system (s)"; and

e. Copies of any printouts or other reports for the twelve (12) months immediately prior to the removal or replacement of the "Scheduled Storage Tanks System(s)"from any EPA approved automatic tank monitoring or leak detection systems; and

f. Copies of any internal sale audit reports or other inventory tracking and reconciliation reports for the "scheduled storage tank system(s)" for the twelve (12) month period immediately preceding the voluntary removal or replacement.

We, in our sole discretion, may reduce the period of time within which you must provide us with prior written notice of the removal or replacement of any "scheduled storage tank system(s)" and the required details surrounding the removal or replacement. However, in the event that you voluntary remove or replace any "scheduled storage tanks system (s)" without providing the prior written notice and details required herein, such failure to provide the required notice and details will be deemed to be prejudicial to us and result in the forfeiture of any coverage that may otherwise have been available under this policy for claims arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving the voluntary removal or replacement of any "scheduled storage tank system(s)".

B. It is hereby agreed that any voluntary removal or replacement of any "scheduled storage tanks system(s)" shall be subject to a Deductible described as follows:

SCHEDULE	
Amount and Basis of Deductible	
$250,000	Each Confirmed Release

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED STORAGE TANK AND LOCATION ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE**.

In consideration of the payment of premiums, it is hereby agreed that the following are added to the policy as "scheduled storage tank system(s)":

Covered Storage Tank Systems							
Tank#	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$250,000	7/8/2021
2	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$250,000	7/8/2021
3	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
2	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2007	4,000	Diesel	$5,000	4/29/2022
3	Ormond Beach	AST	2011	7,000	Diesel	$5,000	4/29/2022

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	Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174						

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION CONDITIONS EXCLUSION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

It is agreed that the following exclusion shall be added to all coverage parts and sections of the policy:

“Pollution Conditions”:

This insurance does not apply to and we shall have no obligation to defend ″claims″ or ″suits″ or pay compensatory damages, “claims related costs” or ″corrective action″ “arising from″ the “pollution condition” designated below:

Designated Pollution Condition
500 N Orchard St. 7/13/2021 Discharge Date.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABOVEGROUND STORAGE TANK
POLLUTION CONDITION DEFINITION
AMENDATORY ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

It is agreed that solely as respects “aboveground storage tanks”, the definition of “pollution condition” as shown in the DEFINITIONS section of the policy shall be deleted in its entirety and replaced with the following:

“Pollution condition” means any “sudden” and “accidental” spilling, leaking, emitting, discharging, releasing, escaping or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, that originates within and directly emanates from a “scheduled storage tank system” into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

For the purposes of this endorsement, the following definitions are added to the policy:

“Aboveground storage tank” means a stationary storage tank(s) owned or operated by you, including any connected piping, ancillary equipment, dispenser, appurtenances and containment system, as shown on the Declarations of this policy or in an applicable endorsement to the policy. Such tank must have at least ninety (90) percent of its volume above the surface of the ground.

″Accidental″ means activity or circumstances that are neither expected nor intended nor foreseeable, but rather, which occur by chance, abruptly or unexpectedly.

″Sudden″ means circumstances which happen abruptly without previous notice and which are neither continuous nor repeated, nor which occur over a period of time.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOADING OR UNLOADING COVERAGE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the Policy.

This endorsement modifies insurance provided under the Policy:

The **Auto, Rolling Stock, Aircraft, or Watercraft** exclusion is amended to read as follows:

This insurance does not apply to any “claim”, “corrective action”, “suit” or costs to investigate, contest, defend, or appeal arising from:

Auto, Rolling Stock, Aircraft, or Watercraft
The ownership, entrustment, maintenance, use, operation, “loading”, or “unloading” of any auto, rolling stock, aircraft, or watercraft. This exclusion does not apply to a “pollution condition” arising from the “loading” or “unloading” performed at a scheduled site that is necessary to operate the “scheduled storage tank system” and which is reported to us in accordance with the **Duties In The Event of a “Confirmed Release”, “Claim”, or “Suit”** section of this policy within ninety-six (96) hours from the time of the “confirmed release”.

Solely as respects this endorsement, the definition of “pollution condition” is amended to read as follows:
“Pollution condition” means any spilling, leaking, emitting, discharging, releasing, escaping, or leaching of any solid, liquid, gaseous, or thermal irritant or contaminant, into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including groundwater and that is released during “loading” or “unloading” performed at a scheduled site that is necessary to operate the “scheduled storage tank system” and which is reported to us in accordance with the **Duties In The Event of a “Confirmed Release”, “Claim”, or “Suit”** section of this policy within ninety-six (96) hours from the time of the “confirmed release”.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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STATE OF FLORIDA
STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

Crum & Forster Specialty Insurance Company, herein referred to as "Insurer",
[Name of insurance company or risk retention group]

305 Madison Avenue, Morristown, NJ 07960
[Business address of Insurer]

Insurer is a(n) insurance company.
[Insert "insurance company" or "risk retention group"]

Insured:

CITY OF ORMOND BEACH
[Name of owner or operator]

22 S Beach Street Ormond Beach FL 32174
[Business address of owner or operator]

Policy Number: STP-425331 **Endorsement Number:** _____
[If applicable]

Period of Coverage: 04/29/2024 to 04/29/2025 **Policy Effective Date:** 04/29/2024
[Current policy period]

Retroactive Coverage date: See Endorsement CFSTP 00 525 05 16
[enter date or "Not Applicable"]

Covered Locations (Facility/Tank Schedule):
[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment identifying instrument and dated [date] if required.]

DEP FacID (for sites in Florida)	**Facility Name and Site Address** (for all sites covered)	**Number of Tanks or Tank I.D. Nos.**
	See attachment identifying instrument and dated 04/29/2024	

Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are: **Each Occurrence:** $1,000,000 **Annual Aggregate:** $2,000,000

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (i) of this Paragraph 2 are hereby amended to conform with subsections (a) through (i):

(a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.

(b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.

(c) Whenever requested by the Florida Department of Environmental Protection (DEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the DEP Secretary or designee, a signed duplicate original of the policy and all endorsements.

(d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

(e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

(f) Policy covers voluntary tank removal and inspection and covers loading and unloading activities.

(g) If policy includes exclusions not allowed by 40 CFR Part 280 Subpart H, the exclusions are associated only with retroactive coverage.

(h) ____[Check if applicable.] Policy include Self- Insured Retention (SIR) language associated with the current period of coverage.

(i) If policy is a claims made policy, the following applies. The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

Eligible to provide insurance as an excess or surplus lines insurer in Florida
[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

[Signature of Authorized Representative of Insurer]

Joshua Bowen, Senior Vice President
[Name and Title]

305 Madison Avenue, Morristown, NJ 07960
[Address]

(770) 810-2583
[Telephone Number]

josh.bowen@cfins.com
[Email Address]

[Signature of Witness or Notary]

Taylor Elliott
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

_____ embossed seal of Insurer

__x__ electronic seal of Insurer

_____ signature is of Insurer's President

_____ signature matches signature on policy

_____ accompanying letter from Insurer's President verifies signatory has authority to amend policies

04/29/2024
[Date of Witness or Notary]

Crum & Forster Specialty Insurance Company
CORPORATE SEAL
1989 DELAWARE

Crum & Forster Storage Tank Policy
Schedule of Locations and Storage Tanks

Effective as of 04/29/2024

Attached to and forming part of Policy STP-425331

Storage Tank System(s)								
Tank#	DEP FacID	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$250,000	7/8/2021
2	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$250,000	7/8/2021
3	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
2	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2007	4,000	Diesel	$5,000	4/29/2022
3	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL	AST	2011	7,000	Diesel	$5,000	4/29/2022

		32174						

CRUM & FORSTER
A FAIRFAX COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Policy Change
Number 01

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
STP-425331	**04/29/2024**	**Crum and Forster Specialty Insurance Company**

NAMED INSURED

CITY OF ORMOND BEACH

COVERAGE PARTS AFFECTED

STORAGE TANK POLLUTION POLICY

This insurance is issued pursuant to the Florida Surplus Lines law. Persons insured by Surplus Lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Surplus Lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

CHANGES

In consideration of the premium charged, it is hereby agreed form CFSTP 00 525 05 16, COVERED STORAGE TANK AND LOCATION ENDORSEMENT, is deleted in its entirety and replaced by the attached.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

_____
Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED STORAGE TANK AND LOCATION ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in **SECTION V - LIMITS OF INSURANCE**.

In consideration of the payment of premiums, it is hereby agreed that the following are added to the policy as "scheduled storage tank system(s)":

Covered Storage Tank Systems							
Tank#	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$50,000	7/8/2021
2	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$50,000	7/8/2021
3	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
2	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2007	4,000	Diesel	$5,000	4/29/2022
3	Ormond Beach	AST	2011	7,000	Diesel	$5,000	4/29/2022

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	Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174						

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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STATE OF FLORIDA
STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

Crum & Forster Specialty Insurance Company, herein referred to as "Insurer",
[Name of insurance company or risk retention group]

305 Madison Avenue, Morristown, NJ 07960
[Business address of Insurer]

Insurer is a(n) insurance company.
[Insert "insurance company" or "risk retention group"]

Insured:

CITY OF ORMOND BEACH
[Name of owner or operator]

22 S Beach Street Ormond Beach FL 32174
[Business address of owner or operator]

Policy Number: STP-425331 **Endorsement Number:** _____
[If applicable]

Period of Coverage: 04/29/2024 to 04/29/2025 **Policy Effective Date:** 04/29/2024
[Current policy period]

Retroactive Coverage date: See Endorsement CFSTP 00 525 05 16
[enter date or "Not Applicable"]

Covered Locations (Facility/Tank Schedule):
[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment identifying instrument and dated [date] if required.]

DEP FacID (for sites in Florida)	**Facility Name and Site Address** (for all sites covered)	**Number of Tanks or Tank I.D. Nos.**
	See attachment identifying instrument and dated 04/29/2024	

Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are: **Each Occurrence:** $1,000,000 **Annual Aggregate:** $2,000,000

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (i) of this Paragraph 2 are hereby amended to conform with subsections (a) through (i):

(a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.

(b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.

(c) Whenever requested by the Florida Department of Environmental Protection (DEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the DEP Secretary or designee, a signed duplicate original of the policy and all endorsements.

(d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

(e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

(f) Policy covers voluntary tank removal and inspection and covers loading and unloading activities.

(g) If policy includes exclusions not allowed by 40 CFR Part 280 Subpart H, the exclusions are associated only with retroactive coverage.

(h) ____[Check if applicable.] Policy include Self- Insured Retention (SIR) language associated with the current period of coverage.

(i) If policy is a claims made policy, the following applies. The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

Eligible to provide insurance as an excess or surplus lines insurer in Florida
[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

[Signature of Authorized Representative of Insurer]

Joshua Bowen, Senior Vice President
[Name and Title]

305 Madison Avenue, Morristown, NJ 07960
[Address]

(770) 810-2583
[Telephone Number]

josh.bowen@cfins.com
[Email Address]

[Signature of Witness or Notary]

Taylor Elliott
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

_____ embossed seal of Insurer

__x__ electronic seal of Insurer

_____ signature is of Insurer's President

_____ signature matches signature on policy

_____ accompanying letter from Insurer's President verifies signatory has authority to amend policies

04/29/2024
[Date of Witness or Notary]

Crum & Forster Specialty Insurance Company
CORPORATE SEAL
1989 DELAWARE

Crum & Forster Storage Tank Policy
Schedule of Locations and Storage Tanks

Effective as of 04/29/2024

Attached to and forming part of Policy STP-425331

Storage Tank System(s)								
Tank#	DEP FacID	Insured Site	Type UST/AST	Install Date	Capacity (Gallons)	Contents	Deductible	Retro Date
1	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2004	6,000	Diesel	$5,000	4/29/2014
2	9801353	Ormond Beach Water Plant 301 Jefferson Ormond Beach, FL 32174	AST	2008	5,200	Diesel	$5,000	4/29/2014
1	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Gasoline	$50,000	7/8/2021
2	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	UST	1990	12,000	Diesel	$50,000	7/8/2021
3	9100520	Ormond Beach Public Works 500 N Orchard St. Ormond Beach , FL 32174	AST	2007	6,000	Diesel	$5,000	7/8/2021
1	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL 32174	AST	2008	6,000	Diesel	$5,000	4/29/2022
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3	8622685	Ormond Beach Trans Station WW Plant 550 N Orchard St. Ormond Beach, FL	AST	2011	7,000	Diesel	$5,000	4/29/2022

		32174						

AD&D - Volunteers

QBE INSURANCE CORPORATION

STATEMENT OF COVERAGE
Volunteers Insurance Service Association, Inc.

Underwritten by:
QBE Insurance Corporation
55 Water Street
New York, NY 10041

Administered by-as Agent:
The CIMA Companies, Inc.
2750 Killarney Drive, Ste 202
Woodbridge, VA 22192
1-800-468-4200

This Statement of Coverage confirms that Blanket Accidental Death and Dismemberment and Accident Medical Expense coverages are provided to Covered Persons volunteering with the Participating Volunteer Organization (Organization) named below, under Policy #MHH010303, issued by QBE to: Volunteers Insurance Service Association, Inc.

Organization Name	City of Ormond Beach 22 S. Beach Street Ormond Beach, FL 32174
Organization Number	FLORMO
Organization's Coverage Term	7/1/2023 to 7/1/2024

Covered Persons All designated, recorded Volunteers participating in a volunteer project through the Organization's program

Covered Activities Performance of duties required to carry out assignments made by the Organization, including travel to, during and from those assignments

Accidental Death and Dismemberment Coverage

Principal Sum	**$2,500**
100% paid for	Loss of life, two or more hands or feet, sight of both eyes or one hand or foot and sight of one eye
50% paid for	Loss, or loss of use, of one hand or one foot, or loss of sight in one eye
25% paid for	Loss of thumb and index finger of the same hand

Accident Medical Expense Coverage

Maximum Benefits for any one Covered Accident	**$50,000**
Benefit Period for any one Covered Accident	52 weeks
Deductible	None
Scope of Coverage	Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable	100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include	In & Out-Patient Hospital, Ambulatory Medical Center Emergency Room, Physician visits surgery, diagnostic tests, nursing services and ambulance charges

Exclusions and Limitations These coverages are subject to exclusions and limitations detailed in the Policy. Coverage is provided only for treatment of injuries sustained by Covered Persons during Covered Activities, and excludes injuries resulting from suicide, commission of a felony or assault, riot, war, flying except as a fare-paying passenger, races or speed contests, any sickness or disease, intoxication, or treatment of existing injuries.

This Statement of Coverage provides a brief overview of provisions, benefits and exclusions and limitations—only the Blanket Accident Medical Insurance policy provides full information and governs the terms of coverage provided. You may request a copy of that policy from The CIMA Companies, Inc., at the address shown above.

QBE INSURANCE CORPORATION

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

POLICYHOLDER:	Volunteers Insurance Service Association, Inc.
GROUP POLICY NUMBER:	MHH010303
MASTER POLICY EFFECTIVE DATE:	July 1, 2010 (See **POLICY TERM** below.)
POLICY ISSUE DATE:	Revised – March 4, 2016
POLICY TERM:	July 1, 2010 to July 1, 2011 and continuing for consecutive 12-month periods beginning on July 1 of each succeeding year, subject to the cancellation provisions of the policy
STATE OF ISSUE:	District of Columbia

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible member.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

Robert D. Byler, President

Peter T. Maloney, Corporate Counsel & Corporate Secretary

• BLANKET ACCIDENT MEDICAL INSURANCE POLICY •
• NON-PARTICIPATING •

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR SICKNESS

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: An Eligible Person is an individual who is both:

1. designated and recorded as a Volunteer by the Policyholder; and

2. participating in a volunteer project or program sponsored by the Policyholder or a Participating Volunteer Organization.

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Policyholder Coverage	
Personal Deviations covered	Yes – limited to meal periods (a) during a Covered Activity and (b) immediately preceding or following a Covered Activity only if the meal is provided by the Policyholder or a Participating Volunteer Organization.
Covered Travel Activities	Travel worldwide to, during and from a volunteer assignment, and travel incidental to a volunteer assignment sponsored by the Policyholder or a Participating Volunteer Organization.
Covered Activities	Performance of duties necessary to carry out volunteer assignments made by the Policyholder or a Participating Volunteer Organization.

INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum	$2,500
Loss must occur within	365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss	**Benefit**
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Use of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense	
Other Health Plan Reduction	50%

Medical Expense Benefits

Benefit Limit for all Covered Expenses for any one Covered Accident	$50,000
First Covered Expenses must be Incurred within	60 days after a Covered Accident
Benefit Period	365 days from the date of the Covered Accident
Deductible	None

Covered Expense	**Benefit Amount, Percentage, Other Limits**
In-Patient Hospital Services	
Daily ICU or CCU Benefit	100%, up to two times the average semi-private room rate
Daily In-Hospital Benefit	100% of the average semi-private room rate
Miscellaneous Services	100%
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100%
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	100%
Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%; limited to $5,000 for air ambulance
Medical Equipment Rental	100%
Initial artificial limbs, eyes and larynx, including fitting	100%

Replacement or repair of eyeglasses, contact lenses or hearing aids	100%; limited to $50 for repair or replacement of eyeglass frames; $50 for replacement of prescription lenses; and $50 for repair or replacement of hearing aids.
Medical Services and Supplies	100%
Dental Services (including replacement or repair of dentures)	$900, up to $500 per tooth, for a maximum of 3 teeth
Prescription Drug Benefit	100%
Home Health Care Benefit	100%
Minimum Hospital Stay	Not Applicable
Home Health Care must begin within	Not Applicable
Maximum Number of Home Health Care Visits	30
Rehabilitation and Extended Care Facility	
Rehabilitation Care Facility	100%
Extended Care Facility	100%
Minimum Hospital Stay	3 consecutive days
Extended Care must begin within	7 consecutive days after the Minimum Hospital Stay

RATE TABLE

Premium Rates	$3.94 for each Covered Person
Mode of Premium Payment	Single premium
Premium Due Date	Policy Effective Date
Contributions	The cost of this insurance is paid by the Policyholder.

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Aircraft means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

Appropriate Treatment means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly, unless the Covered Person's Physician specifies in writing to Us that such treatment of injuries sustained in a Covered Accident can be provided at less frequent intervals

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits;* and
2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.

Company or **We, Us, Our,** means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Covered Expenses means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for Appropriate Treatment for injuries sustained in a Covered Accident.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force.

He, Him or His means an individual, male or female.

Health Care Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice an individual practice plans;
5. medical benefits provided under automobile "fault" and no-fault" – type contracts;

6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
   a. a state-sponsored Medicaid plan; or
   b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Hospital means an institution that meets all of the following:
1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, custodial, or educational care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Nurse means a licensed registered nurse (R. N.) or a licensed practical nurse (L. P. N.) who is not:
1. the Covered Person;
2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse;
3. a person living in the Covered Person's household; or
4. a person employed or retained by the Policyholder.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Participating Volunteer Organization means a volunteer organization that is sponsored by the Policyholder and subscribes to the insurance plan provided by this Policy.

Personal Deviation means any activity which:
1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits.*

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

The final determination of all Usual and Customary Charges rests solely with Us.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date
We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

Effective Date for Participating Volunteer Organizations (Organization)
Insurance becomes effective for each Organization on the first day of the month following the date We receive its application and payment of the Initial Premium when due.

Eligibility
An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class

Effective Date for Individuals
Insurance becomes effective for an Eligible Person on the latest of the following dates:
1. the effective date of this Policy; and
2. the effective date of coverage for the Participating Volunteer Organization for whose project he is a Volunteer; and
3. the date he becomes eligible.

Effective Date of Changes
Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy will take effect on the date of such change.

Termination of Insurance
The insurance on a Covered Person will end on the earliest date below:
1. the date the person is no longer in an Eligible Class; and
2. the date coverage under this Policy terminates for the Participating Volunteer Organization for whose project he is a Volunteer; and
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:
1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits,* have been paid.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war;
5. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as a fare-paying passenger on a regularly scheduled commercial or charter airline;
6. travel in or on any off-road motorized vehicle except a golf cart or a gator, not requiring licensing as a motor vehicle;
7. participation in any motorized race or contest of speed;
8. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
9. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
10. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
12. injuries compensable under Workers' Compensation law or any similar law;

We will not pay benefits for:

13. services or treatment rendered by a Physician, Nurse or any other person who is:
    a. employed or retained by the Policyholder;
    b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
    c. living in the Covered Person's household;
    d. who is a parent, sibling, spouse or child of the Covered Person;
14. any Hospital Stay or days of a Hospital Stay that are not Appropriate Treatment for the condition and locality.
15. A Covered Person's Covered Loss if
    a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
    b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

CLAIM PROVISIONS

Notice of Claim
Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, to such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms
We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision
Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims
We will pay benefits due under this Policy immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Beneficiary
The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Cancellation
We or the Policyholder may cancel this Policy by giving the other party 60 days advance written notice.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Premiums
All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits***.** We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment
The total premium paid by the Policyholder is the sum of premiums for all Covered Persons. The single premium is due on the Policy Effective Date as shown in the *Schedule of Benefits*. Premiums are paid at our Administrative Office or to Our authorized agent.

Premium Audit
We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

GENERAL PROVISIONS

Entire Contract; Changes
This Policy, including the endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact
If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Assignment
The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

Incontestability
1. Of This Policy

All statements made (a) by the Policyholder to obtain this Policy or (b) by a Participating Volunteer Organization for coverage under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or a Participating Volunteer Organizations' coverage under it unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder and to the Organization. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

Reporting Requirements
The Policyholder or its authorized agent must report all of the following to Us by the premium due date:
1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error
A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes
Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance
This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CONDITIONS OF COVERAGE

This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even thought more than one Condition of Coverage may apply. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

POLICYHOLDER COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits.*

The Covered Activity must take place:
1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2 on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only directly and without interruption;
1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier providing transportation to the site of the Covered Activity or by a private passenger automobile.

Travel Coverage for Overnight Covered Activities Covered Travel also includes travel to a Covered Activity when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights.

Exclusions Exclusions that apply to this coverage are in the *Common Exclusions* section.

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits.* Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss
We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits,* if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits We will pay will not exceed the Principal Sum.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

Definitions .

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits.*

Other Health Care Plan Benefits
When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense
We will pay Covered Expenses:
1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:
1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:
(a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
(b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:
1. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits;* and
2. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
3. until the total of Covered Expenses paid equals the Benefit Limit for any one Covered Accident shown in the *Schedule of Benefits.*

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for
1. confinement in an intensive or coronary care unit for each day of such confinement; and
2. any other confinement for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, X-ray, laboratory, in-Hospital physiotherapy pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure through one incision. For the second procedure through the same incision, during the same surgical session, we will pay up to an additional 50% of the benefit payable for the primary surgical procedure. For the third procedure and each procedure thereafter through the same incision, during the same surgical session, we will pay up to an additional 25% of the benefit payable for the primary surgical procedure; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure; and
3. Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center; and
4. Any braces, splints or other devices required after surgery to ensure proper healing.

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:
1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;
1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred for X-rays except dental x-rays, CT scans, MRI's and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for air or ground ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:
1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to computers, motor vehicles and modifications thereof, and ramps and installation costs and hearing aids.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:
1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:
1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and

3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of an injury, and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits.* If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Home Health Care

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by a Home Health Care Agency, for the maximum number of visits shown in the *Schedule of Benefits,* for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient; or
3. physical, speech and occupational therapies when indicated in conjunction with the Covered Person's discharge placement through a rehabilitation facility approved by his Physician and by Us;

Home Health Care services must be preceded by a Minimum Hospital Stay and must begin within the specified number of consecutive days of discharge from a Hospital. The Minimum Hospital Stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits.*

Rehabilitation and Extended Care Facility

We will pay Covered Expenses Incurred for physical and occupational rehabilitation provided to a Covered Person. Treatment must be rendered by a Physician or provided at a Physician's direction at a Rehabilitation Facility.

We will also pay Covered Expenses Incurred, up to the Benefit Maximum shown in the *Schedule of Benefits*, by a Covered Person for treatment of an injury sustained in a Covered Accident provided in an Extended Care Facility. Confinement in an Extended Care Facility must:

1. be preceded by a Minimum Hospital Stay; and
2. begin within the number of consecutive days of a Minimum Hospital Stay, as specified in the *Schedule of Benefits;* and
3. include treatment for which a Physician visits the Covered Person at least once every 30 days.

Covered Expenses Incurred for treatment in an Extended Care Facility do not include those for routine custodial care.

Definitions For purposes of these benefits:

Extended Care Facility means an institution, operating pursuant to applicable law and engaged in providing, for a fee, in-patient skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered Nurses. An Extended Care Facility must maintain medical records on all of its patients.

Rehabilitation Facility A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
2. is duly licensed by the appropriate government agency to provide such services; and
3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or administration of blood.
2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to:
   a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
   b reconstruction incidental to or following surgery resulting from a Covered Accident.
3. Treatment in any Veterans' Administration, Federal or state facility unless there is a legal obligation to pay.
4. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
5. Rest cures or custodial care.
6. Personal services such as television and telephone, or transportation.
7. Expenses payable by any automobile insurance policy without regard to fault.
8. Services or treatment provided by an infirmary operated by the Policyholder.
9. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
10. Treatment of hernia of any kind.
11. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section.

LIMITATIONS

Non-Duplication of Benefits When This Policy and Other Plans Are Excess

This provision applies if benefits under any other Health Care Plan are Covered Expenses under this Policy and coverage under this Policy and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same Covered Accident.

MODIFYING PROVISIONS AMENDMENT

This amendment is attached to and made part of this Policy. Its provisions are intended to conform this Policy to the laws of the State of Florida and apply only to residents of Florida insured under it.

Policyholder:	Volunteers Insurance Service Association, Inc.
Policy Number:	MHH010303
Amendment Effective Date:	July 1, 2010

1. The following information is added to the cover of this Policy:
    1. The telephone number of the Company is 212 422-1212
    2. This policy provides Excess Insurance and includes a deductible provision

2. The definitions of Covered Accident and Hospital, in the *General Definitions* Section of this Policy, are deleted and replaced with the following definitions:

Covered Accident means a sudden, unforeseeable event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:
1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Hospital means an institution that meets all of the following:
1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, convalescent, custodial, educational or extended care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

A claim for services rendered in one of the following Hospitals will not be denied solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability:
1. the Joint Commission on the Accreditation of Hospitals;
2. the American Osteopathic Association; or
3. the Commission on the Accreditation of Rehabilitative Facilities.

3. The second paragraph of the Claims Payment provision in the *Claims Provisions* Section of this Policy, is deleted and replaced with the following:

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to $3,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

4. The Legal Actions provision in the *Claims Provisions* Section of this Policy is deleted and replaced with the following:

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such

action will be brought after the expiration of the applicable statute of limitations from the time such written proof of loss is required to be furnished.

5. The Entire Contract; Changes provision of the *General Provisions* Section of this Policy is deleted and replaced with the following:

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

6. The third paragraph of the Incontestability Provision of the *General Provisions* Section of this Policy is deleted and replaced with the following:

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

QBE Insurance Corporation



Robert Byler, President

QBE INSURANCE CORPORATION

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

AMENDMENT

This amendment is attached to and made part of this Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policyholder:	Volunteer Insurance Service Association, Inc.
Policy No.:	MHH010303
Amendment Effective Date:	July 1, 2013

The following changes are made to the Schedule of Benefits.

1. The description of Covered Activities is deleted and replaced with the following:

Covered Activities	Performance of duties necessary to carry out volunteer assignments made by the Policyholder or a Participating Volunteer Organization. Covered Activities do not include Accidents: 1) occurring while a volunteer is performing activities as a Volunteer Fireman, Volunteer Rescue Squad member, Volunteer Police Officer, or 2) while participating as a sports team member.

2. The Premium Rate in the Rate Table is deleted and replaced with the following:

Premium Rates	$4.25 per Covered Person

QBE Insurance Corporation

David B. Duclos, President

BAM-03-4000.00
BAM-03-4000.38 Oregon
BAM-03-4000.47 Virginia

Amendment No. 1

QBE INSURANCE CORPORATION

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

AMENDMENT

This amendment is attached to and made part of this Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policyholder:	Volunteer Insurance Service Association, Inc.
Policy No.:	MHH010303
Amendment Effective Date:	July 1, 2014

The following changes are made to the Schedule of Benefits.

The Premium Rate in the Rate Table is deleted and replaced with the following:

Premium Rates	$4.40 per Covered Person

QBE Insurance Corporation

David B. Duclos, President

BAM-03-4000.00
BAM-03-4000.38 Oregon
BAM-03-4000.47 Virginia

Amendment No. 2

QBE INSURANCE CORPORATION

Administrative Office

Wall Street Plaza, 88 Pine Street, 16th Floor

New York, NY 10005

AMENDMENT

This amendment is attached to and made part of this Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policyholder:	Volunteer Insurance Service Association, Inc.
Policy No.:	MHH010303
Amendment Effective Date:	July 1, 2015

The following changes are made to the Schedule of Benefits.

The Premium Rate in the Rate Table is deleted and replaced with the following:

Premium Rates	$4.70 per Covered Person Minimum Premium: $100 per Participating Volunteer Organization

QBE Insurance Corporation



David B. Duclos, President

BAM-03-4000.00
BAM-03-4000.38 Oregon
BAM-03-4000.47 Virginia

Amendment No. 3

QBE INSURANCE CORPORATION

Administrative Office
55 Water Street
New York, NY 10041

AMENDMENT

This amendment is attached to and made part of this Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policyholder:	Volunteer Insurance Service Association, Inc.
Policy No.:	MHH010303
Amendment Effective Date:	July 1, 2018

The following changes are made to the Schedule of Benefits.

The Premium Rate in the Rate Table is deleted and replaced with the following:

Premium Rates	$4.25 per Covered Person

QBE Insurance Corporation

Russell Johnston, President

© QBE, 2004

AMENDMENT

This amendment is attached to and made part of the Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policyholder:	Volunteer Insurance Service Association, Inc.
Policy No.:	MHH010303
Amendment Effective Date:	July 1, 2021

The following change are made to the Schedule of Benefits.

The Premium Rate in the Rate Table is deleted and replaced with the following:

Premium Rates	$4.40 per Covered Person

QBE Insurance Corporation

Todd Jones, President

© QBE, 2019

FACTS

WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and payment history • Medical information and purchase history • Credit-based insurance scores and insurance claim history When you are **no longer** our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons QBE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does QBE share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-362-5448 or go to www.qbe.com/us

Who we are

Who is providing this notice?	General Casualty Company of Wisconsin, General Casualty Insurance Company, Hoosier Insurance Company, North Pointe Insurance Company, Praetorian Insurance Company, QBE Americas, Inc., QBE Insurance Corporation, QBE Specialty Insurance Company, Regent Insurance Company, Southern Fire & Casualty Company, Southern Pilot Insurance Company, Stonington Insurance Company, Unigard Insurance Company

What we do

How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information about you to staff on a "need to know" basis.
How does QBE collect my personal information?	We collect your personal information, for example, when you: • Apply for insurance or pay insurance premiums • File an insurance claim or provide employment information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include the financial companies listed in the "Who is providing this notice?" section.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • QBE does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • QBE does not joint market.

Other important information

We may give your personal information to insurance support organizations that may keep it or give it to other companies that may use the same service. We may share medical information so we can learn if you qualify for coverage, process claims or prevent fraud, or if you say we can. To see your information, write to us at **QBE, Attn: Privacy Official, Corporate Legal Department, One QBE Way, Sun Prairie, WI 53596** and provide us with your name, address, date of birth and policy numbers. Within 30 days of receipt, we will tell you what information we have. You may write us and ask us to correct, amend or delete any information that is incorrect. We will let you know what action we take. If you do not agree with our actions, you may send us a rebuttal statement.

AZ, CA, GA, IL, ME, MA, MN, MT, NV, NJ, NM, NC, ND, OH, OR, VT and VA customers. We may not disclose your personal information with non-affiliated third parties unless you authorize us to, or if permitted by law.

California customers. We limit sharing information about you among our affiliates unless allowed by California law.
Maine customers. You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless we make an independent evaluation of the underlying facts. You have the right not to be subjected to pretext interviews.

North Carolina customers. We may not disclose your Social Security number unless you authorize us to, or if permitted by law.

City of Ormond Beach
Request for Proposals (RFP)
PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
(RFP No. 2024-29)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

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

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

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

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

Addendum Date	Addendum Number
6/21/2024	1
7/1/2024	2

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Brown & Brown Insurance Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 300 North Beach Street Daytona Beach, FL 32114

PHONE NO.: 386-239-7233 FAX NO.: 386-848-6401

SUBMITTER'S NAME: Steve Farmer
(Typed or Printed in Ink)

TITLE: Executive Vice President

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

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

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

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

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Executive Vice President (Title) of Brown & Brown Insurance Services, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: September 9 2024 Signed: Steve Farmer

Entity: Brown & Brown Insurance Services, Inc. Name: Steve Farmer

Title: Executive Vice President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of September, 2024, by Steve Farmer and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Karly White

Notary Public, State of Florida at Large: (seal)

Printed Name/ Seal of Notary, Commission and Expiration Date:

My commission expires: 9/24/2024

KARLY WHITE
Notary Public - State of Florida
My Comm. Expires Sept. 26, 2024
Commission # HH47417

This document must be completed and returned with your Submittal