## **SECTION 1 GRANT APPLICATION**

### **GRANT APPLICATION FORM**

	⊠Owned by	Applicant	□Lea	sed by the Applicant – length of leas				
8.)	The project site or f	acility is: (Check	one)					
	☐ Environmental	<b>⊠</b> Cultural	⊠Historical	☐Outdoor Recreation				
7.)	ECHO Category: (Che	eck all that app	ly – See ECHO	categories)				
	□Renovation	⊠Restoratio	n □New Const	ruction   Acquisition				
6.)	Type of Project: (Che	ck one – See ECHC	O project categori	es)				
	City: Ormond Beach	State: Florida	Zip Code: 321	176				
5.)	Project Location Address: 38 East Granada Blvd.							
4.)	Project Title: MacDo	nald House Res	storation					
	Telephone #: 386-6	76-3315	E-Mail: Lorett	ta.Moisio@ormondbeach.org				
	Title: Grants Coordin	ator						
	Name: Loretta Moisio							
3.)	Contact Person:							
2.)	Resident County Cou	ıncil District of	Project: Distric	ct 4				
	Florida Dept. of Agri	culture & Cons	umer Services	Registration # (IF applicable)				
	Florida Not-For-Profit Corporation Charter # (IF applicable)							
	Federal ID #:		•					
	Address: (Applicant's physical address) 22 South Beach Street  City: Ormond Beach State: Florida Zip Code: 32174							
	City: Ormond Beach State: Florida Zip Code: 32175-0277							
	Address: (mailing) P.O	. Box 277						
1.,	Applicant: (Legal name City of Ormond Bea	<del>-</del>	s incorporated in t	the State of Florida)				

☐ Applicant has Land/Project Management Agreement – length of Agreement

**Lease or Land/Project Management Agreement dates:** to IMPORTANT NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE 9.) Is the project site/facility mortgaged or will it be?  $\square$  Yes  $\square$  No **Current Mortgage:** \$ Mortgage at Closing: \$ Mortgage length: Term ending date: vears Name and Address of Lien Holder: Is the facility in a Community Redevelopment District (CRA)? **⊠Yes** □ No 10.) Type of Organization: (must be "A" or "B" to be eligible) A.) Municipal government or a budgeted organization of Volusia County government. B.) 
Not-For-Profit Corporation classified as a 501(c)(3) 11.) Project Funding (Grant Amount Request and Match): A.) Standard Grant Request (Up to \$400,000.00): i. **Volusia ECHO Program Request** \$ 400,000.00 ii. Confirmed Match Funds \$ 400,000.00 iii. **Total Project Cost** \$ 800,000.00 12.) Mandatory Workshop was attended by: Loretta Moisio Date: August 23, 2019 IMPORTANT NOTE: If applying for an Exceptional Grant the form on page 7 must be complete. 13.) List any prior grants received from ECHO: (include year, project name and amount) 2005 - Central Park Development - \$205,000; 2006 - Central Park Development: Boardwalk -\$300,000; 2007 – The Casements/Rockefeller Gardens Restoration - \$500,000; 2012 – Skate Park Expansion - \$225,000; 2014 - Environmental Discovery Center Construction - \$400,000; 2018 -Ormond Beach Sports Complex Field Lighting - \$400,000; **2019** – Ormond Beach Sports Complex:

#### 1.2 MISSION:

1.) Provide the Mission Statement for your organization.

Championship Softball Field - \$400,000

The future of the City of Ormond Beach depends on a partnership among citizens, businesses, civic organizations, elected officials, and City employees. Working together, we can make Ormond Beach one of the most attractive, stimulating, and progressive cities in the nation.

We see Ormond Beach as a community characterized by a high quality of life for all. From our youngest citizens to our oldest, we want to provide significant opportunities for earning, for learning, for leisure and recreation, and for self-expression.

We see Ormond Beach as a community of many dimensions. Among these, we see our City as:

- A family oriented community, striving to provide a safe and supportive environment in which families of all ages can build on their strengths and their traditions.
- A learning community, in which all citizens may participate in life-long opportunities for personal growth and development, especially as they participate in the strong historic, cultural, artistic, and athletic traditions of the area.
- An environmentally sensitive community, marked by mature trees, clean water, well-kept neighborhoods, and attractively landscaped thoroughfares.
- An economically sound community, boasting a diverse economy and a balanced, controlled, but friendly approach to business and development.
- A diverse community, one in which all citizens and all sectors of the City find meaningful opportunities and one in which all are valued for the unique contribution they make.
- A responsive community, with a City government that cares and communicates well with the citizenry and provides timely, even-handed, and courteous service to all.
- A well-run community, offering high quality basic City services in an effective and efficient manner, and encouraging creative and proactive approaches to government.

An involved community, one in which citizens throughout the community acknowledge and respect their differences, but recognize that the accomplishment of our objectives will require the full participation of all.

#### **1.3 PROJECT TEAM:**

1.) List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name(s) of the person(s) who have signed form 1.6.

Joyce Shanahan, City Manager
Kelly McGuire, Finance Director
Shawn Finley, P.E., City Engineer
Steven Spraker, Planning Director
April Martti, Engineering Projects Coordinator
Loretta Moisio, Grants Coordinator
Address for all listed above: P.O. Box 277, Ormond Beach, FL 32175-0277
Bonda Garrison, President, Ormond Beach Historical Society
38 East Granada Blvd., Ormond Beach, FL 32176

# 2.) List the person(s) who created the section 3.1 budget and their experience with this type of project.

Shawn Finley, City Engineer, created the budget under section 3.1. Mr. Finley has been with the City for ten years serving first as Civil Engineer, then Deputy City Engineer, and now City Engineer. Mr. Finley has served as project manager for a large number and variety of projects implemented throughout the City. The implementation of all ECHO funded projects has been the responsibility of the City's Engineering Division.

#### 3.) If a complete list is not available, explain why and when the project team will be selected.

This project is based on the Bender & Associates Architects Historic Structure Summary Assessment. The first phase recommended improvements to the tower roof and wall renovation, asbestos and lead paint removal, re-nailing east wall siding, and the re-painting of the exterior of the building. The roof of the building was replaced in 2017. In 2018, the City contracted with A.M. Weigel to perform renovation of the southwest wall of the tower identified in need of repair as it was viewed as a worst case scenario. Eighty-nine (89) square feet of the wall was repaired at a cost of \$211.50 per square foot which provided a base cost with which to estimate the work. The completed budget in Section 3 incorporates the cost increase from 2017 to 2019 for the work. As the project has not gone through the City's competitive bidding process, a contractor has not yet been identified. The competitive bidding process is expected to begin in June 2020 and will provide the most up to date costs for the project.

### **1.4 MANAGEMENT PROSPECTUS:**

# 1.) Include a list of the names of staff dedicated to this project, their responsibilities and the percentage of time each will be spending on the project per week.

Staff	Responsibilities	Percentage of Weekly Time
Shawn Finley, P.E., City Engineer	Project Management: Bidding, Award, and Construction	15%
Steven Spraker, Planning Director	Project Management: Bidding, Award, and Construction	5%
April Martti, Engineering Projects Coordinator	Project Management: Grant Administration	5%
Robert Carolin, Leisure Services Director	Post Construction Management	5%
Stefan Sibley, Assistant Leisure Services Director	Construction (Owner's Rep.); Post Construction Management	10%

Engineering Inspector (Staff member TBD)	Construction	20%		

#### 1.5 RESTRICTIVE COVENANTS - NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED

1.)	Do you agree to comply with the requirement to file Restrictive Covenants with the Volusia
(	County Clerk of the Court if ECHO Grant is awarded? (A sample of the Restrictive Covenants
	language is found on page 49 in the ECHO Application Guide)

⊠YES □NO

- If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.
- Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.

# 2019/2020 ECHO Grants-in-Aid Standard & Exceptional Grant Application

# 1.6 FORM - CERTIFICATION OF INFORMATION AND COMPLIANCE

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

1. OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE OWNER O	
1. OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY	
Signature:	
Signature:	
Typed Name: Joyce Shanahan, City Manager	
	1
Phone Number: Date: November 7, 2019	
2. OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT	
Signature:	
Typed Name: Joyce Shanahan, City Manager	
Phone Number: Date: November 7, 2019	
Phone Number: Date: November 7, 2019	
3. CHIEF FINANCIAL OFFICER FOR THE APPLICANT	
Signature: Kelly mobilize	
Typed Name: Kelly McGuire, Finance Director	
Phone Number: Date: November 7, 2010	
Phone Number: Date: November 7, 2019	
A NOT FOR DRAFFE COMMISSION OF THE COMMISSION OF	
4. NOT FOR PROFITS ONLY - PRESIDENT, BOARD OF DIRECTORS	
Signature:	
Typed Name: Click or tap here to enter text.	
Executive Board or Board of Directors meeting whom this area to see it	
Executive Board or Board of Directors meeting when this grant application was reviewed and approved.  Meeting Date: Click or tap here to enter text. Phone Number: Click or tap here to enter text.	
Click or tap here to enter text.	

#### **SECTION 2: PROJECT DESCRIPTION**

#### 2.1 PROJECT ASSESSMENT

1.) Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156*"to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities". (State your goals in bold type; Describe how this project will impact the community and enhance the quality of life for its citizens; Use real numerical data and insert documents/contract agreements which back up your narrative)

County Resolution 2000-156 seeks to "preserve significant archaeological and historic resources" and provide "access to destinations and experiences associated with past events, peoples, and places within the County of Volusia." As a family oriented community, Ormond Beach consistently works to meet the needs of all its citizens. **Preserving precious historical resources** in Ormond Beach and **providing access to the history of the area** for all of Volusia County to enjoy makes this project a perfect match to the goals of Resolution 2000-156.

The Ormond Beach Historical Society (OBHS) is dedicated to sharing the rich and diverse history and culture of Ormond Beach and surrounding area by highlighting the resources that define the City's character. Its programs engage people directly with this history and it presents diverse program offerings at its four facilities: The MacDonald House Museum and Welcome Center (1903), the Historic Anderson-Price Memorial Building (1916), the Three Chimneys Archaeology Site (c. 1763) and the Ormond Hotel Cupola (1888). During the most recent year, that has included:

- Membership 375 memberships representing 519 members
- Visitors to MacDonald House Museum and Welcome Center 2974
- Total persons reached with programs 8106
- Children's Programs 12 with 287 children reached including 2 ECHO Ranger Programs
- Visitors at the Hotel Ormond Cupola 582
- Local 2-hour Historical Bus Tours 24 with 343 guests
- Launched Florida Stories-Ormond Beach walking tour in partnership with FL Humanities Council
- Presented the following historical events:
  - > Starry, Starry Night with Ormond Memorial Art Museum & Gardens and The Casements
  - Old Florida Plantation Tour in partnership with Tomoka State Park
  - Hillside Cemetery Tour
  - Pilgrims Rest Cemetery Tour
  - > Three special exhibits at the MacDonald House
  - Ormond Library window with history of Ormond Beach
  - ➤ 13th season of OB Speakers Series on FL history with 1050 attendees:
    - o 6 in partnership with FL Humanities Council
    - 4 funded by OBHS
  - Participated in Museum of Arts & Sciences' History Con
  - Judged Hinson Middle School & Volusia County Schools' History Fairs

- Conducted 6 fundraisers, including its 12<sup>th</sup> Annual Holiday Tour of Homes (many historic) with over 600 people attending
- Presented Membership and Volunteer Appreciation Party
- Published bi-weekly History Happenings e-newsletter to list of 1354
- Erected roof over Three Chimneys Archaeological Site Distillery Chimney ruins to prevent further deterioration
- Continued renovations of Historic Anderson-Price Memorial Building including new audio/visual system and new A/C (in the past 8 years over \$180,000 in renovations has been accomplished)
- All made possible with a staff of four part-time employees (30 hr./wk. Executive Director; 5 hr./wk. office clerk; 4 hr./wk. bookkeeper; 10 hr./wk. Anderson-Price custodian) and over 185 volunteers

Today, OBHS does not have a permanent facility open to the public during normal business hours with sufficient space to adequately tell the story of Ormond Beach's history. Currently, OBHS utilizes approximately 250 square feet of the first floor of the MacDonald House to interpret that history, mount changing exhibits, and conduct programs. Its other three facilities are only open during programs or events, or in the case of the Hotel Ormond Cupola, for limited hours weekly. Through this project, first to stabilize and restore the exterior of the MacDonald House, and later to restore the interior three floors into the Ormond Beach Museum of History (Museum), the available exhibit space would increase by more than 2800 square feet. Completion of this project would provide Volusia County residents and visitors ready access to explore the unique and important stories of Ormond Beach's past and interpret its impact on the present and future. The new facility would employ state-of-the-art museum and display concepts as well as historic artifacts designed to engage the public.

#### **2.2 PROJECT DESCRIPTION**

#### 1.) Describe project and construction timeline.

In 2016, the City contracted with Bender & Associates Architects to perform a Historic Structure Summary Assessment (Assessment) (Complete Assessment can be found at: https://flormondbeach2.civicplus.com/248/Studies) that was completed in March 2017. The Assessment recommended a series of renovations to the building to ensure the historic integrity of the structure remains intact. This project begins the multi-phase scope of work recommended in the Assessment and seeks to work with a variety of community partners to ensure the restoration of the MacDonald House. As recommended by the Assessment, the first phase would consist of renovation of the siding maintaining its historical aesthetics to include any needed structural repairs to exterior walls resulting in the building being stabilized and weather tight. In 2018, the City contracted with A.M. Weigel to perform renovation of the southwest wall of the tower identified in need of repair since it was viewed as a worst case scenario. This resulted in 89 square feet of the wall being repaired at a cost of \$211.50 per square foot. This ratio was applied to the exterior building wall square footage to estimate cost. The project will seek a variety of funding sources to assist with the renovation. The ECHO grant for \$400,000 is sought using cash, land value, and previously spent cash as match. Brief History of the MacDonald House: The MacDonald House, which was constructed in 1903, is a three story structure located at 38 East Granada Boulevard in Ormond Beach and constructed for Margaret A. Stout, a native of Scotland. At the time, she worked at the Ormond Hotel which was across the street from the MacDonald House. She was friends with John Anderson and Joseph D. Price who were the cofounders and managers of the Ormond Hotel. The home appears to have been used as a seasonal residence of Ms. Stout as well as an investment. The home was designed and constructed by Sumner H. Gove who was a prolific Daytona Beach architect, builder and contractor. He moved to Daytona Beach in 1883 from Connecticut hoping the climate would improve his wife's asthma symptoms. Mr. Gove had a major influence on the early character of Daytona Beach as he was responsible for much of its development. In Daytona Beach, Mr. Gove built the original Clarendon Hotel, an addition to the Ormond Hotel, the Ormond Beach Yacht Club building as well as the first Port Orange and Seabreeze bridges across the Halifax River with several of his buildings listed on the National Register of Historic Places. At various times, the home was operated as a boarding house and a portion of the first floor as a notions shop, a gift shop and a library. After Ms. Stout's death in 1933, the home passed to her siblings, Emma and John Stout, who, around 1940, sold it to Elizabeth and William MacDonald who owned the adjacent Billy's Tap Room. The home was owned by the MacDonald's until 1964. The home had various owners until the City of Ormond Beach purchased the historic structure in 1977 and along with community partners performed partial restoration and rehabilitation of the building. For this project, the contract bidding and awarding process would occur between June 2020 and September 2020 with construction anticipated to begin in October 2020 and completed by September 2021. (The complete timeline is included on page 12.)

- 2.) Document how construction design and operational strategies use "green"/sustainable standards: (give <u>specific</u> examples for <u>this</u> project a statement agreeing to follow local guidelines is not acceptable)
  - a. Provide a narrative explaining how the project was designed with the environment in mind. What steps have you taken or will you take to reduce/recycle/reuse: (see examples of recycled products in the ECHO Application Guide)
    - i. The construction phase? The restoration of a historic building such as the MacDonald House is a perfect example of reuse and recycle. Every effort will be taken in the design and construction of this project to utilize as much of the existing structure as possible. The restoration of this property will be monitored on a daily basis and any opportunities to use existing structural elements will be taken. The improvements made to the MacDonald House will improve the energy efficiency of the structure and minimize the effect of this property on the environment.
    - ii. The operational phase? OBHS seeks to follow the U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) recommendations for design standards. This will include: insulation in internal walls; lighting-motion detectors, florescent/LED lighting, programmable lighting system; HVAC programmable temperature control; ceiling fans; low VOC carpeting; paint-water based acrylic; Energy Star rated approved products; low water toilets; and, annual energy audit by Florida Power & Light.
- 3.) What is the projected date for this project to be completed and accessible to the public?

The first floor exhibits and welcome center will remain open to the public during restoration of the siding which is expected to be completed in September 2021.

#### 4.) Describe any additional phases planned for this project.

The Historic Structure Summary Assessment recommended additional phases that would renovate all three floors of the interior of the structure. The Ormond Beach Historical Society is obtaining cost estimates for interior renovations to expand the use of the historic structure. Once cost estimates have been obtained, the process of obtaining grant funding will begin.

The Ormond Beach Historical Society, with 519 members, is the only nonprofit organization in Ormond Beach that shares the City's rich and unique history. Its vision is to expand and enhance its ability to tell that story by developing the **Ormond Beach Museum of History and Welcome Center** (Museum) at the historic MacDonald House. The Museum's prominent position on Granada Boulevard, halfway between the Ormond Memorial Art Museum and Gardens, The Casements and the Ormond Hotel Cupola, would complete Ormond Beach's walkable Museum Row and become a destination attracting both residents and visitors to the downtown beachside area. Coordinated programming between the three museums, Ormond Main Street, and the Chamber of Commerce would further solidify this area as a premier Ormond Beach destination adding to the economic prosperity of the downtown and beachside as recommended in the 2019 Ormond Beach Downtown Master Plan Update (Complete Master Plan Update can be found at: https://fl-ormondbeach2.civicplus.com/248/Studies).

In the process of developing the Museum into a viable 21<sup>st</sup> century cultural attraction in Volusia County, it would also be preserving an important early 20<sup>th</sup> century Queen Anne style building. The MacDonald House is a wood frame structure constructed in 1903, and is one of only three Queen Anne buildings still remaining in Ormond Beach. It is distinguished by a square tower with a castellated parapet, set diagonally at its northeast corner with Victorian details. It is on the City's Historic Landmarks List (pages 77-79) and is National Register of Historic Places eligible and the application for that designation is currently being developed and it is anticipated that listing will be achieved in early 2020.

Multiple phases will be needed to realize the vision of both celebrating the history of Ormond Beach and further contributing to economic development in the City:

#### Fall 2019:

• ECHO grant submitted for assistance with exterior renovation and stabilization as recommended by the 2017 Bender and Associates' Historic Structure Summary Assessment.

#### Fall 2019 - 2020:

- OBHS would propose a long-term (40 yr.) lease agreement with the City for the first, second and third floors of the MacDonald House.
- OBHS continues its capital fundraising campaign to solicit corporate and individual funding to provide matching funds needed for grant applications for the interior leasehold improvements.

 OBHS hires architectural firm to work with its Museum Committee to develop plans for interior space and exhibits on all three floors.

#### Fall 2020 - 2021:

- If a long-term lease is approved, OBHS would apply for an ECHO grant as well as any applicable state and federal grants to begin rehabilitation of the interior three floors into ADA and code compliant permanent and rotating exhibits and office space.
- Physical restoration of the exterior is completed and construction of interior improvements begins.

#### Fall 2021 - 2023:

- OBHS opens the second and third floors of the MacDonald House to the public as exhibit floors, with the new Ormond Beach Museum of History focusing on graphically telling the story of Ormond Beach with both permanent and rotating exhibits. The opening would coincide with the 120<sup>th</sup> anniversary of the construction of the MacDonald House in 1903. While some historically significant artifacts will be displayed, OBHS intends to employ the latest museum technology, including interactive displays and cell phone apps to maximize its ability to convey the long, diverse, and multifaceted history of Ormond Beach in a professional manner within limited space.
- The OBHS, within the MacDonald House, has served as the official Welcome Center of the City of Ormond Beach since 1997 along with providing first floor historical exhibits. In 2018, OBHS and the City entered into a 5 year operation and maintenance agreement (pages 84-94) for OBHS to continue to provide this service. Throughout all phases of the project, OBHS will continue to operate the Welcome Center and maintain and enhance the historical exhibits. Every year, over 2900 visitors, as well as existing and potential new residents, are introduced to the riches Ormond Beach has to offer.

In addition to OBHS activities, the MacDonald House is home to the Ormond Beach Tennis Center which serves the residents and visitors of Ormond Beach and is an important amenity to the community. Throughout the project phases, the Tennis Center will continue to occupy a portion of the first floor, unless Tennis Center management and the City agree to a different arrangement.

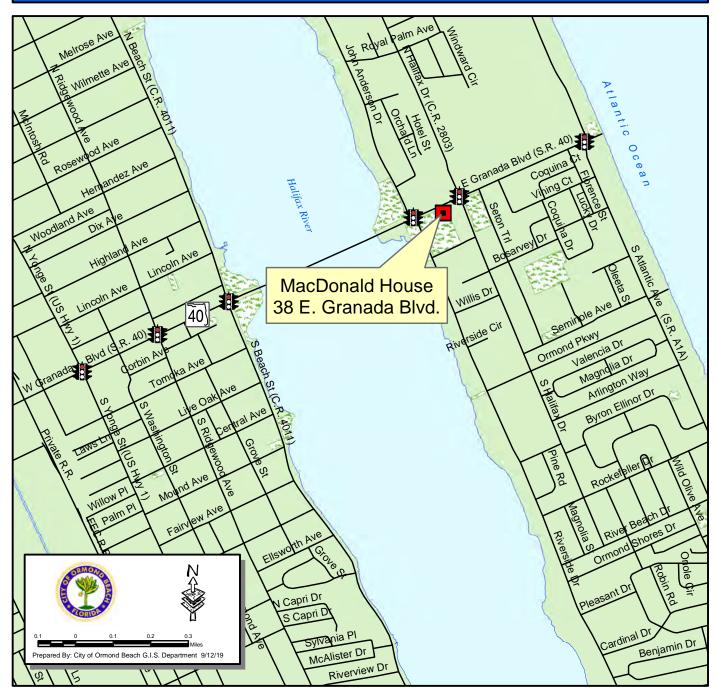
Description	PSC-7	LM	Mar-Jun	Jul-Sep	Oct-Jan	Feb-Mar	Apr-Jun	Jul-Sep	Oct
			2020	2020	2020-21	2021	2021	2021	2021
General Requirements		40,000.00		40,000.00					
ECHO Temp Sign			500.00						
Architectural/		22,000.00		22,000.00					
Consultant Services,									
Final Construction									
Drawings									
Restoration	44,726.61	38,000.00		588,273.39					
Final ECHO Sign								4,500.00	

2.3 Drawings: (Drawings are required by all applicants. Drawings must fold to an 8 ½ X 11 size to fit securely and neatly in the application booklet. Drawings must be to scale with a bar scale and include a legend)
☑ Street locator map
⊠ Site Plan
☑ Preliminary and schematic drawings
☑ Design and development documents
☑ Construction documents
☑ Any other drawings which may be helpful in understanding the project scope/features

## **Attachments**

Street Locator Map	15
Existing Site Plan	16
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Historic Existing Elevations	22-25
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# MacDonald House Location Map



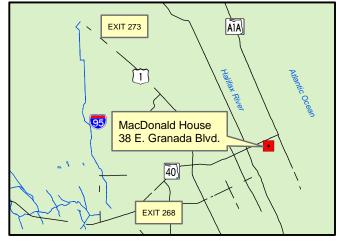
#### **Driving Instructions**

#### From I-95 Northbound:

- Get off at Exit #268 and turn right on SR 40 (W Granada Blvd).
- Continue east on W. Granada Blvd approximately 5 miles crossing the Halifax River.
- The parking lot for the MacDonald House is on your right between the first and second traffic light after the bridge.

#### From I-95 Southbound:

- Get off at Exit #273 and turn left on US Hwy 1.
- Continue south on US Hwy 1 approx. 5.7 miles to W. Granada Blvd.
- Turn left on W. Granada Blvd. for 1 mile crossing the Halifax River.
- The parking lot for the MacDonald House is on your right between the first and second traffic light after the bridge.



1611 EXISTING SITE PLAN

12/30/16

EX0



PROJECT NORTH

Project No. 1611
EXISTING
EXTERIOR
ELEVATIONS

Date:

=X6

12/30/16



Date:

12/30/16





HISTORIC MACDONALD HOUSE
CITY OF ORMOND BEACH
38 EAST GRANADA BLVD.
ORMOND BEACH, FL

410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

Bender & Associates
ARCHITECTS

Project No. 16
EXISTING
EXTERIOR
ELEVATIONS

ate: 12/30/16

EX8

-PAINTED WD. RAMP & GUARDRAIL

HISTORIC MACDONALD HOUSE
CITY OF ORMOND BEACH
38 EAST GRANADA BLVD.
ORMOND BEACH, FL

410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

Bender & Associates ARCHITECTS

Project No. 1611
EXISTING
EXTERIOR

ELEVATIONS

12/30/16

EX9



EXISTING LONGITUDINAL SECTION LOOKING EAST

SCALE 1/8"=1'-0"

HISTORIC MACDONALD F
CITY OF ORMOND BEACH
38 EAST GRANADA BLVD.
ORMOND BEACH, FL

HOUSE

410 Angolo Street

410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

Bender & Associates
ARCHITECTS

Project No. EXISTING BUILDING

SECTION

12/30/16

**EX10** 

## CIRCA 1935 PHOTO

TO HE



PROBABLE HISTORIC NORTH EXTERIOR ELEVATION

SCALE 1/8"=1'-0"

HOUSE CITY OF ORMOND BEACH 38 EAST GRANADA BLVD. ORMOND BEACH, FL MACDONALD HISTORIC

410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

AssociatesTECTS શ્ર Bender

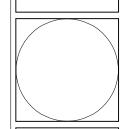
1611 Project No. HISTORIC EXTERIOR ELEVATIONS

12/30/16

H6



HOUSE CITY OF ORMOND BEACH 38 EAST GRANADA BLVD. ORMOND BEACH, FL MACDONALD **HISTORIC** 



410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

TECTS AssociatesARCHI શ્ર Bender

Project No.

PROBABLE HISTORIC EXTERIOR ELEVATIONS

12/30/16

1611

**H7** 



410 Appelo Street

410 Angela Street Key West, Florida 33040 Telephone (305) 296-1347 Facsimilie (305) 296-2727 Florida License AAC002022

Bender & Associates
ARCHITECTS

Project No. 1611
HISTORIC
EXTERIOR
ELEVATIONS

ate: 12/30/16

**H8** 

PROBABLE HISTORIC SOUTH EXTERIOR ELEVATION

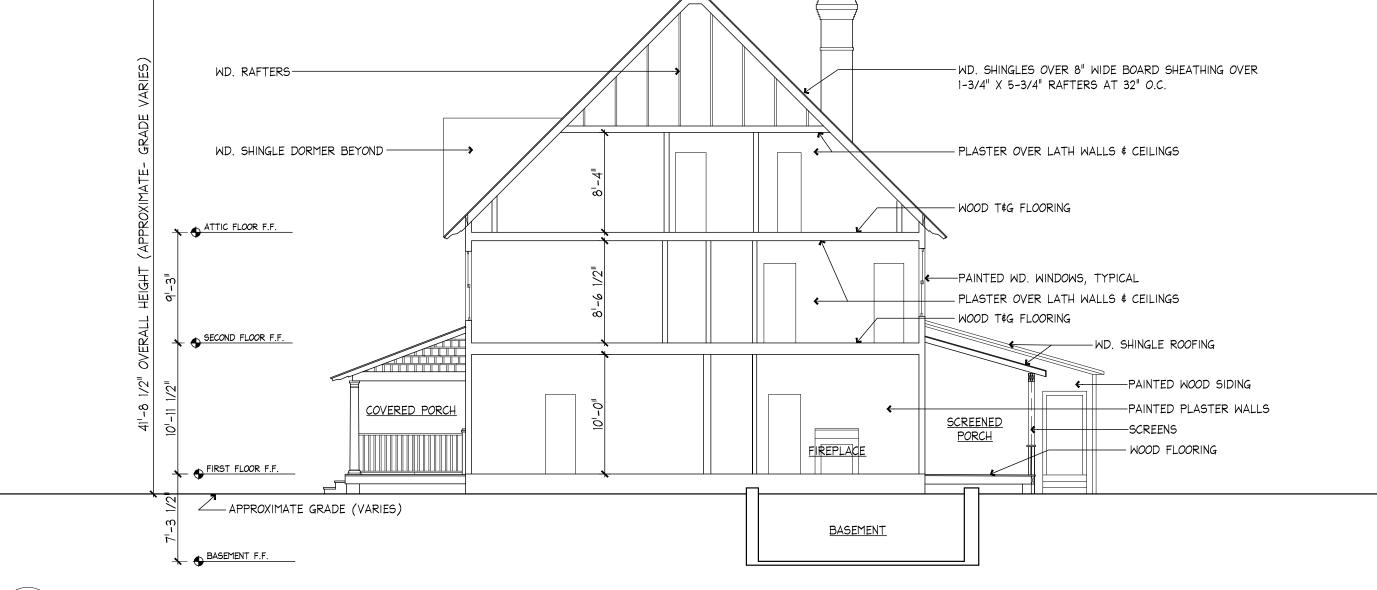
**H9** 

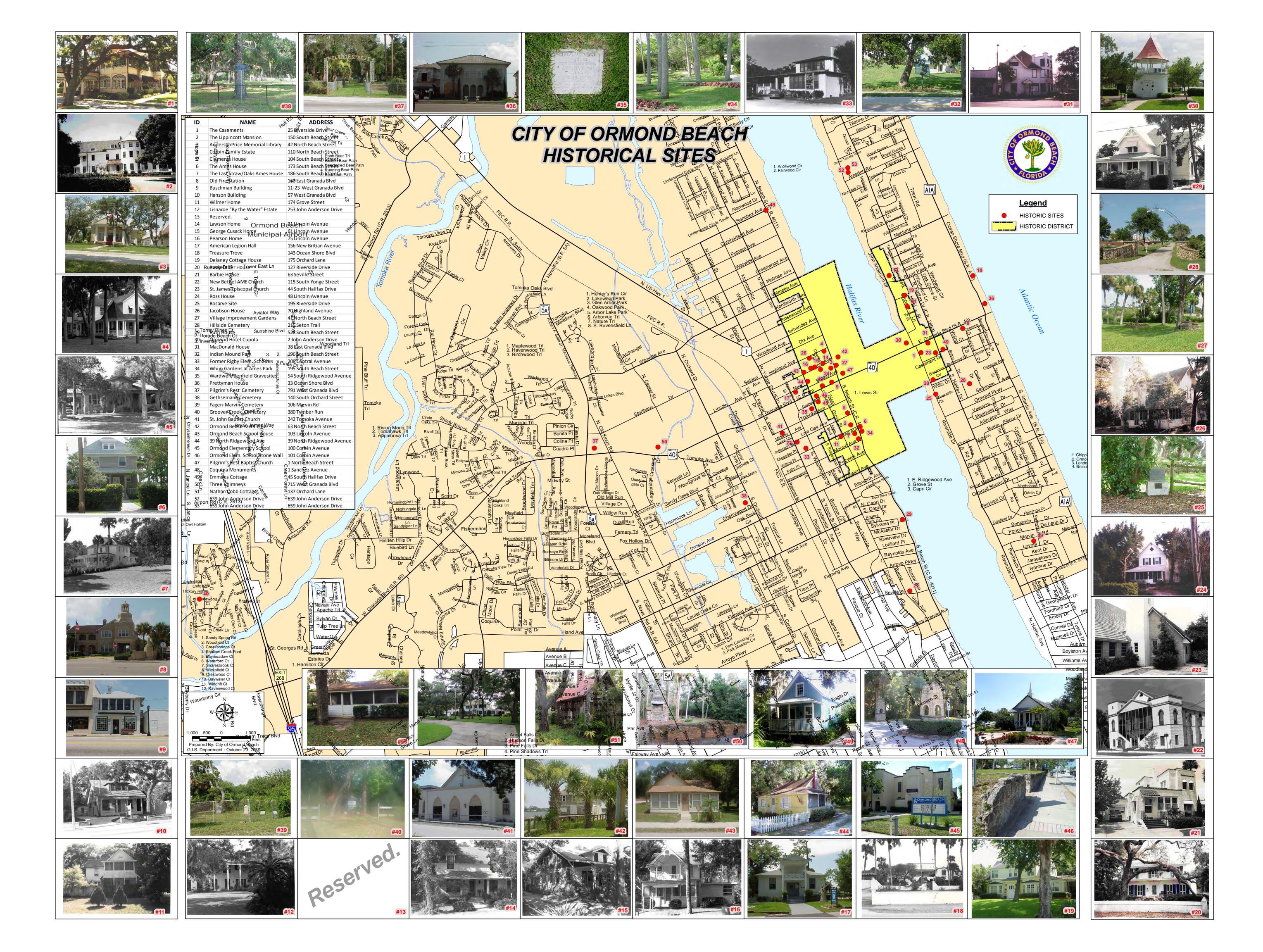


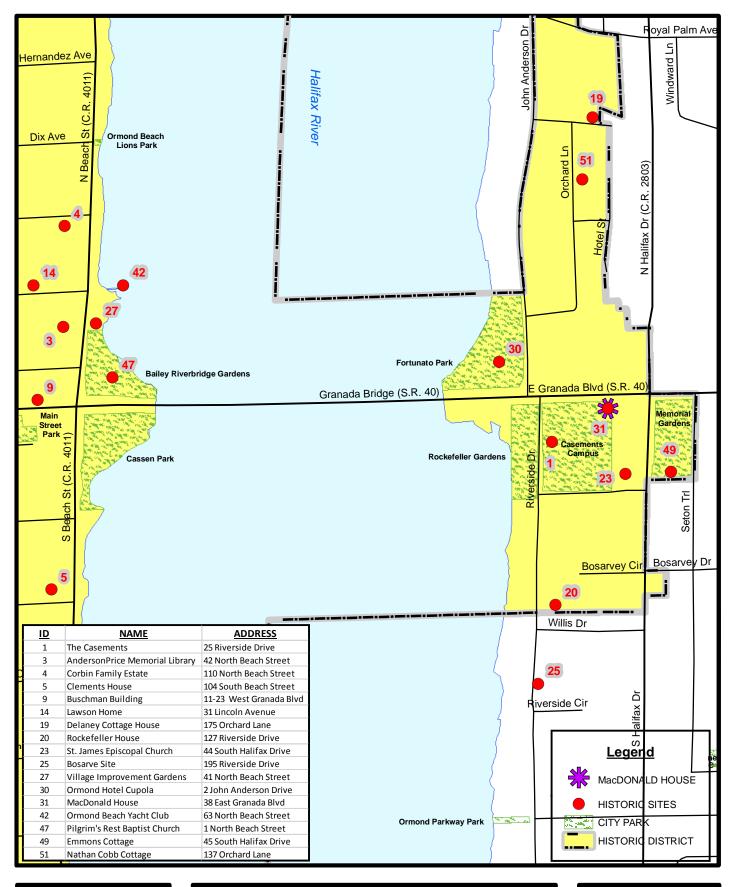


PROBABLE HISTORIC EAST EXTERIOR ELEVATION

12/30/16









# MacDonald House 38 East Granada Blvd (4214-11-00-0020)

Prepared By: The City of Ormond Beach G.I.S. Department - October 28, 2019





MacDonald House, circa 1905, view east on Granada Boulevard. Ormond Hotel on the left and MacDonald House on the right. Beyond the gable roof for what is today Billy's Tap Room.

(Library of Congress)



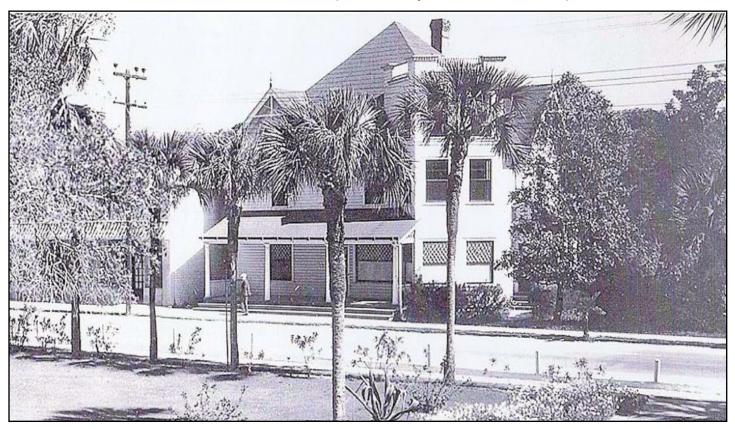
Circa 1910 view east on Granada Boulevard.

(Library of Congress)



Circa 1920 view east on Granada Boulevard. The wall on the right is The Casements, the home of John D.

Rockefeller at the time. (State Library & Archives of Florida)



Circa 1940 view of the MacDonald House. (Ormond Beach Historical Society)



A 1996 photo of the MacDonald House prior to rehabilitation. (City of Ormond Beach)



Circa 1997 photo of the MacDonald House after rehabilitation. Note the reconstruction of the porch and new wood windows on the upper floors which matched the originals. (Ormond Beach Historical Society)

## MacDonald House - North Side



MacDonald House - West Side







MacDonald House and Ormond Beach Tennis Center

## **Views of MacDonald House Entrance and Front Porch**







## **MacDonald House First Floor Museum and Hallway**







# **MacDonald House First Floor Hallway Exhibits**









### **MacDonald House Entry, Gift Store, and Tennis Center Entry**





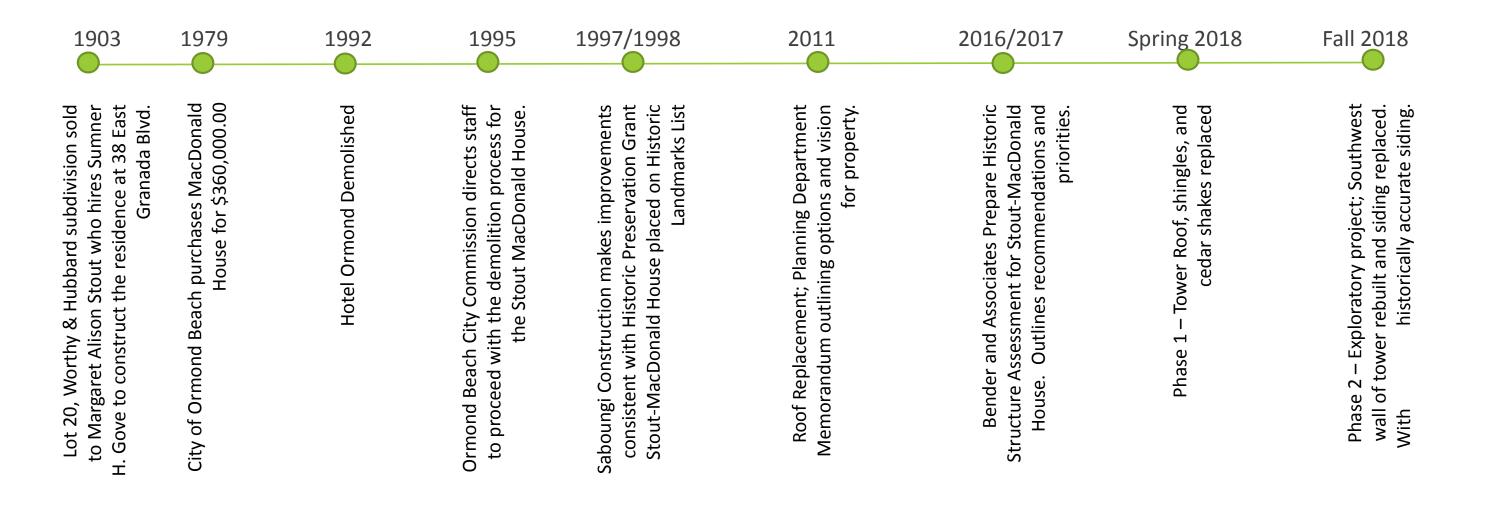






## MacDonald House Renovation

## Timeline



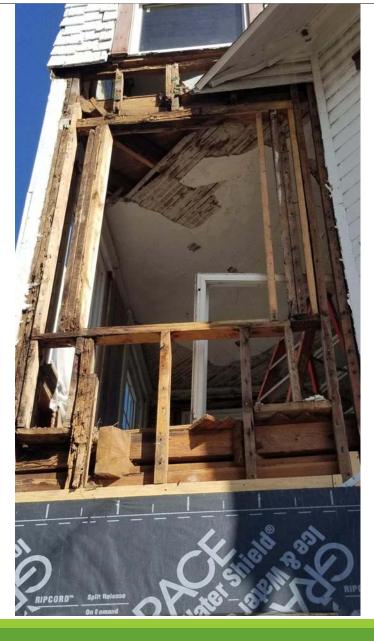
Phase 1 Exploratory – "Pilot" Task South West Wall of Tower Identified as being in need of repair.

- Highly Visible Wall First Impression to Visitors From Parking Lot
- Viewed Representative of "Worst Case Scenario"
- Services of A.M. Weigel engaged to remove siding, expose building structure, and repair.
- •Work Authorized for Guaranteed Maximum Price of \$19,478.15



Existing Siding Removed







Wall Structure Reconstructed







Wall Siding Replaced with Historically Accurate Profile (Thermal Treated Poplar)





Support Piers Leveled and Repaired







# Cost

- Final Cost \$18, 757.71
- Area Restored 89 sf
- **Cost / SF = \$211.50**



# Scale Up – Exterior Renovation

### **OVERALL PHASE SUMMARY**

Phase 1 (North) -	\$200,000
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Phase 2 (East) - \$250,000

Phase 3 (West) - \$240,000

Phase 4 (South) - \$200,000

TOTAL Exterior - \$890,000

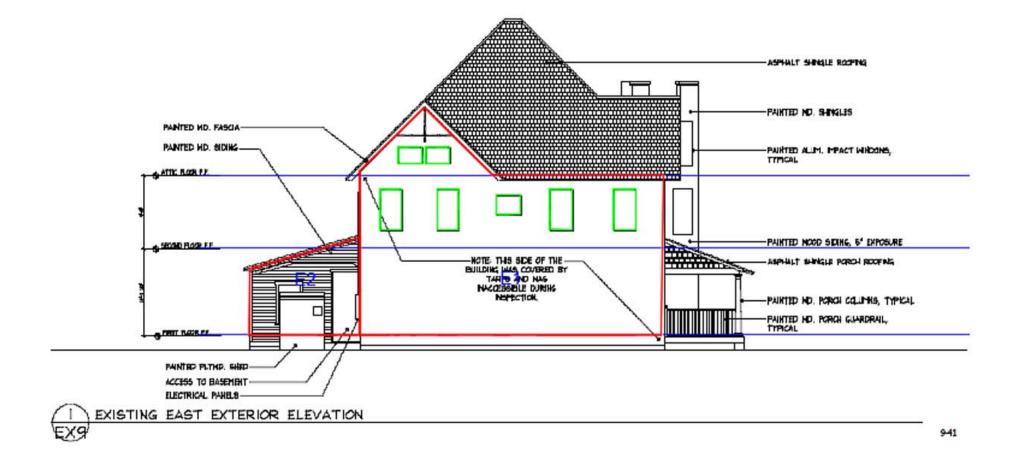
### ■Phase 1 – North Face of Building

Zone	Area			
	S.I.	SF	Zo	ne Cost
N1	37198	258.3194	\$	54,635.45
N2	44068	306.0278	\$	64,725.92
N3	5264	36.55556	\$	7,731.63
N4	6789	47.14583	\$	9,971.51
N5	24786	172.125	\$	36,405.03
TOTAL NO	RTH ELEVA	TION	\$	173,469.53
Contingen	cy (15%)		\$	26,020.43
TOTAL + CONTINGEN		CY	\$	199,489.96
Budget No	rth Face (Y	R 1)	\$	200,000.00



### ■Phase 2 – East Face of Building

Zone	Area			
	S.I.	SF	Zo	ne Cost
E1	122233	848.8403	\$	179,532.63
E2	20699	143.7431	\$	30,402.15
TOTAL EAS	ST ELEVATION	NC	\$	209,934.77
Contingen	cy (15%)		\$	31,490.22
TOTAL + CONTINGEN		CY	\$	241,424.99
Budget Ea	st Face (YR	2)	\$	250,000.00



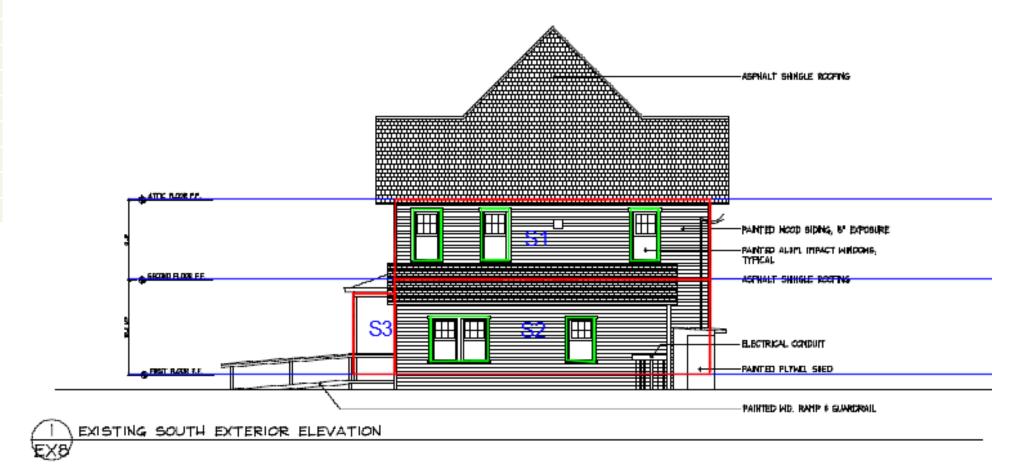
### ■Phase 3 – West Face of Building

Zone	Area			
	S.I.	SF	Zo	ne Cost
W1	24480	170	\$	35,955.58
W2	12771	88.6875	\$	18,757.71
W3	33174	230.375	\$	48,725.10
W4	19734	137.0417	\$	28,984.78
W5	20870	144.9306	\$	30,653.31
W6	7487	51.99306	\$	10,996.71
W7	21636	150.25	\$	31,778.39
TOTAL WE	ST ELEVATI	ON	\$	205,851.58
Contingen	cy (15%)		\$	30,877.74
TOTAL + CONTINGEN		CY	\$	236,729.32
Budget West Face (YF		R 3)	\$	240,000.00



### ■Phase 4 – South Face of Building

Zone	Area			
	S.I.	SF	Zo	ne Cost
S1	48565	337.2569	\$	71,331.00
S2	57568	399.7778	\$	84,554.37
S3	6513	45.22917	\$	9,566.12
TOTAL SOUTH ELEVA		TION	\$	165,451.49
Contingency (15%)			\$	24,817.72
TOTAL + C	CY	\$	190,269.22	
Budget So	uth Face (Y	R 4)	\$	200,000.00



#### **6** WORK PRIORITIES/RECOMMENDATIONS

In general, the highest priority for any preservation project is structural stabilization, making the building watertight and reversing the damage caused by water intrusion. Additional damage is caused daily by inattention to these problems. This work includes the replacement and/or repair of the roofs and roof drainage systems, structural stabilization of floor and roof structures and support systems, and repair or replacement of windows and siding. After this initial stabilization work, other items can proceed as funds are budgeted. Of these high priority items, the exterior siding and windows could be deferred, but this is not a recommended course of action because the potential for water infiltration through siding and windows will still be possible. The following items apply when a prioritized phased project is required.

- 1. Selective demolition, structural stabilization and re-roofing.
- 2. Stabilize and weatherproof the exterior envelope.
- 3. Install rough mechanical, electrical, fire protection, and plumbing systems.
- 4. Complete interiors, doors, windows and finishes.
- 5. Complete site improvements.

#### **RECOMMENDATIONS**

One of the goals for the historic Stout-MacDonald House is to have this project serve as a best practices example for redevelopment or restoration of a historic site and its relevance within the context of the City's historic resources when considering redevelopment projects and other efforts of the City. This goal includes two significant design components: historic preservation and rehabilitation in full compliance with the Secretary of the Interior's Standards, and utilization of environmentally sensitive design features that incorporates the adjacent park, tennis courts and The Casements.

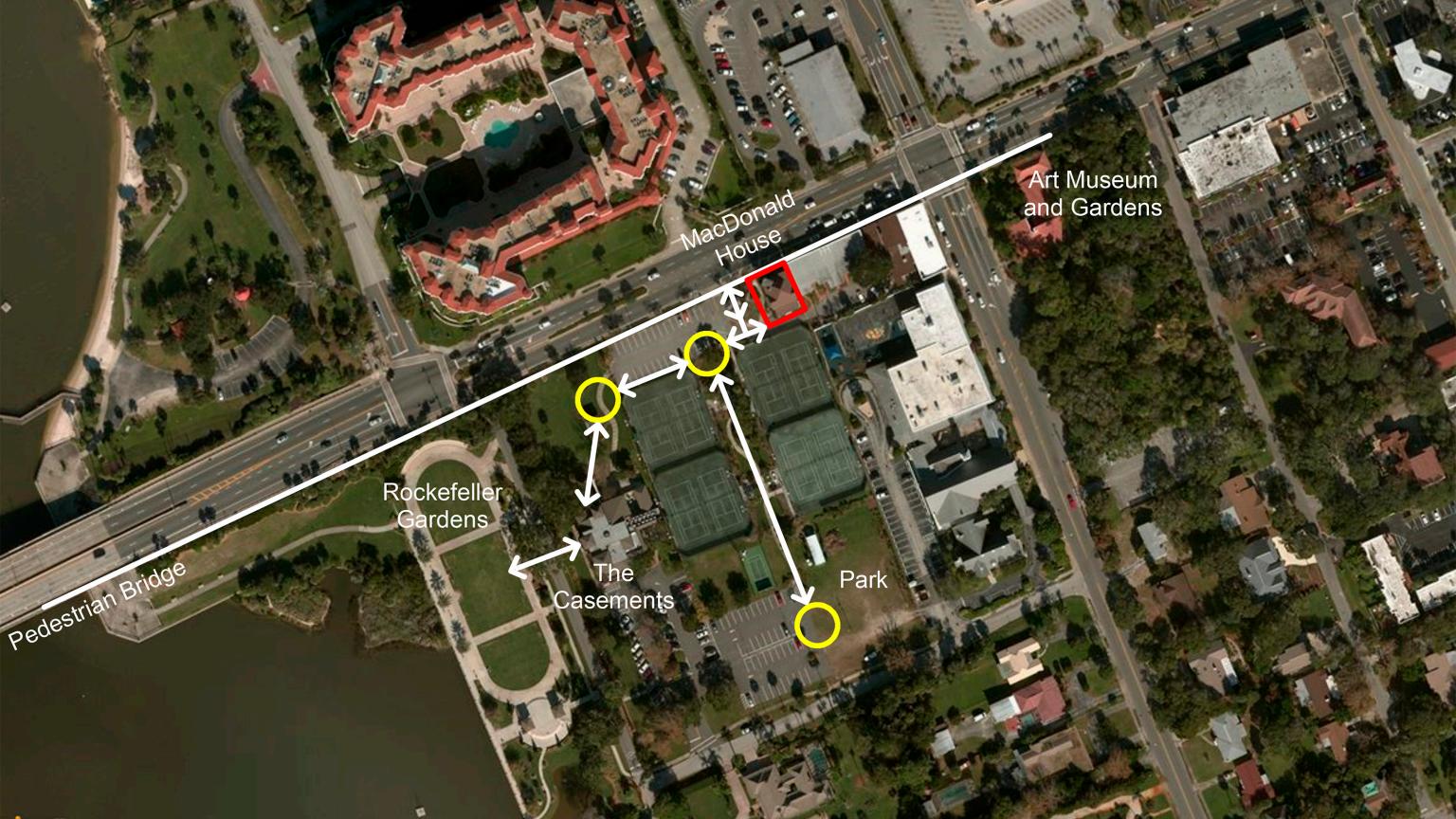
Historic buildings by design, and historic preservation as an activity, are sustainable activities that respond to the needs of the redevelopment projects and the City's comprehensive plan. Appropriate preservation activities and the Secretary of the Interior's Standards encourage practices that will result in sustainable decisions and the City's comprehensive plan goals: protection of historic materials, minimizing loss of historic fabric which saves resources by discouraging wholesale demolition, replacement of historic materials in kind, most of which are natural materials or comprised of natural ingredients (brick, stone, plaster), reduction of transportation costs and use of fossil fuels (since most historic materials were obtained close to the project site) and most historic buildings are located close to services and transportation.

We recommend compliance with the Secretary of the Interior's Standards, and coordination with the Division of Historical Resources. This report should be forwarded to DHR for a courtesy review. That action will establish a relationship between DHR and the City of Ormond

Beach. When grant applications are made to the State, this report should be referenced, which will strengthen your application.

#### **SUMMARY RECOMMENDATIONS**

- Update the National Register Nomination Form and any related site files to reflect additional historic data and the original construction date of 1903 as contained in this report. Submit the application to the National Park Service through the State of Florida Division of Historical Resources, for individual listing on the National Register of Historic Places.
- Comply with the Secretary of the Interior's Standards for Rehabilitation.
- 3. Restore the building configuration to its historic period of concern appearance, i.e., ca. 1903 to 1940 and recognize the early historic significance by naming the resource the Stout-MacDonald House.
- 4. Submit this report to the State of Florida, Division of Historical Resources, for a courtesy review, and to support the National Park Service submission for individual listing.
- 5. Establish final uses for the building. This report recommends a mixed use occupancy consisting of the Museum of Ormond Beach History on the ground floor and two residential apartments on the upper floors.
- 6. Establish an action plan and schedule for rehabilitation of the Stout-MacDonald House.
- 7. Begin the application process for grant funding. Applications should be made to the State of Florida, DHR, for a Special Category Grant and to Volusia County for an Echo Grant.
- 8. Relocate the tennis pro shop and reconfigure the tennis court fencing to allow the central park to have unimpeded public access at its north and south ends. Locating the tennis pro shop at its south end will encourage use of the south parking lot for tennis players, which will free up the north lot for museum use and commercial use of shops along Granada. A site diagram of these synergies follows. (see next page)



#### 7 COSTS/BUDGET

A significant historic restoration project such as the historic Stout-MacDonald House requires attention to details that surpass the requirements of a typical development. Compliance with the Secretary of the Interior's Standards will guide the decision making process. Some preservation issues will impact cost over standard construction due to the higher quality inherent in preservation concepts. The return on investment is substantial: in terms of sustainability, increased tourism, quality of life and increased property values, not only for the project, but the surrounding neighborhood as well.

Costs are broken down into hard costs, typically construction costs; and soft costs which include A/E fees, legal fees, surveys, consultant services and administration costs. This analysis will focus on construction costs. For purposes of determining construction costs, a square foot analysis of individual areas and components is utilized, based on the item by item analysis in the report. This component methodology provides an understanding of the tasks involved and also forms a basis for establishing small scope projects should phasing of the restoration be required. Using the existing condition plans and historic configuration plans yields the following areas.

#### **Building Areas:**

First Floor.	1,955 s.f.
Second Floor	1,446 s.f.
Third Floor	1,202 s.f.
(Total enclosed conditioned area)	4,603 s.f.
South Porch	17 s.f.
North Porch	310 s.f.
Total Open Air Spaces	327 s.f.
Total For All Spaces	4,930 s.f.

Total Roof Area (as a flat plane): 2,526 s.f.

There are various methodologies for estimating construction costs. The purpose of cost estimates in the Historic Structure Report is to provide order of magnitude construction costs so that the Owner can plan for funding, apply for grants and plan for phased construction in the event of a funding shortfall. There are a number of unknowns as to construction item costs, as systems are still under evaluation. Therefore, the general per square foot costs used and the general scope should be recognized as preliminary. The following methodology and assumptions were used to estimate these costs.

Asbestos and Lead Based Paint: Cost estimate for asbestos and lead based paint abatement were provided by EE&G Environmental Services. The exterior of the building has the greatest concentration of lead based paint. While there may be ways to reduce these costs, we have chosen to price full and complete abatement: asbestos abatement and disposal including final air samples should cost between \$9,000 and \$12,000. Lead paint prep which includes hand scraping the exterior of the building of loose paint and stabilizing the surface for repainting, TCLP analysis for disposal should cost between \$45,000 and \$55,000.

**General Construction:** Basic renovation costs include repairs to walls floors, roofs, and mechanical, plumbing and electrical systems. Based on similar projects around the state, we would expect these costs, including porches, to be \$120 to \$150/square foot, or a range of \$500,000 to \$665,000.

**Plaster:** Historic plaster restoration costs were provided by Randy Clark of Olde World Walls & Ceilings. Randy has estimated that there is 10,000 to 15,000 square feet of plaster at \$10 per square foot for a total of \$100,000 to \$150,000.

**Windows:** Costs for window restoration was determined by contacting restoration artisans, in particular Jodi Rubin of CCS Restoration. 6 @ \$3,500; 6 @ \$1,500; 31 @ \$2,500 totals \$107,500 for windows, plus 2 doors @ \$2,000 and 1 door @ \$1,000 totals \$5,000 for doors.

**Foundations:** No costs for foundations or moving the building are included as these are not appropriate, based on public input and cost analysis performed elsewhere in this report.

**Elevator:** Depending on the final program, an elevator may be required. Those costs are assumed to include an exit stair, and construction as a separate element: budget estimate \$175,000.

**Fire Sprinkler Systems:** A fire sprinkler system is required. Those costs are estimated by comparing a similar project. The fire sprinkler system at Rose Villa, 43 W. Granada, cost \$55,000 in 2007. A simple C.P.I. calculator adjustment takes this to \$65,000 in 2016.

**Miscellaneous Costs:** For miscellaneous project related costs, add the following percentage on the above subtotal:

Site components 10%
General conditions, bonds, insurance, etc. 8%
General contractor overhead & profit 17%

Using the above methodology yields the following:

	Low	High
Asbestos Abatement	\$ 9,000	\$ 12,000
Lead Based Paint Abatement	45,000	55,000
General construction	600,000	750,000
Plaster	100,000	150,000
Exterior windows and doors	100,000	125,000
Fire sprinkler system	60,000	70,000
SUBTOTAL	\$ 814,000	\$1,077,000
Site components @ 5%	40,700	53,850
General conditions, bonds, etc. @ 8%	65,100	86,150
G.C./overhead & profit @ 17%	138,400	183,000
TOTAL	\$1,058,200	\$1,400,000

The above assumes a residential use for the upper two floors, which will not require an elevator. If a commercial use is decided upon for those upper floors, then an elevator and second exit will be required. That will likely add \$200,000 or more to the above totals.

The above estimate is intended to provide an order of magnitude scope. For planning purposes, assume an estimate error of 7.5% above or below the listed assumptions.

Based on the above methodology, the Stout-MacDonald House restoration should have **an order of magnitude construction cost of \$1,000,000 to \$1,500,000**.

Additional costs will include soft costs associated with design and construction. The State of Florida DMS Fee Guide calculator projects Architectural/Engineering fees @ 9%. Expenses for printing, advertising, travel and similar costs, legal fees, and administrative expenses could add 1% to 3% more for a total of 10% to 12% of construction cost. Additionally, if the project is constructed in phases over a number of years, costs will increase for inflation and contractor mobilization/demobilization to accommodate each phase as well as re-bidding expenses related to each phase.

While no one can predict inflationary trends, we have found a 3.5% annual inflation factor compounded annually to be a reasonable methodology for projecting future construction costs. The consumer price index for the last 100 years has averaged 3.15% annually.

Adding the above total soft costs at 12% provides an **order of magnitude project cost of** \$1,120,000 to \$1,680,000.

It is important to recognize that many historic preservation projects are completed over a period of several years as funds become available. Typically, these are municipal or non-profit owned buildings that are eligible for grant funds. The Stout-MacDonald House is eligible for a Florida DHR Special Category Grant of up to \$500,000 with a cash match of \$250,000. It is also eligible for a Volusia County ECHO Grant. A number of the year 2015 grants were for \$400,000, which is the maximum available annually. The required match is 50/50 for the ECHO Grant. The funding cap for a multi-phased project is \$2.4 million.

A first phase scope, using only the above funding sources to the maximum allowed, would total \$1,550,000. This total is derived from \$500,000 DHR + \$250,000 match + \$400,000 ECHO + \$400,000 match. If full matching funds are not available, grants could be tailored to the amount of cash on hand.

Applications could be made to the same agencies for additional phases if needed.

The following breaks down work items into smaller phases, and considers comments from Commissioners at the February 21, 2017 City Commission workshop. At that time the Commission indicated that an immediate Phase One should occur to address the most serious issues. The City Manager has discretionary spending authority, up to \$25,000. The following phasing plan considers that limit for Phase One.

#### **Phase One**

The Phase One scope will include repairs to asphalt composition roof shingles; decking, framing and wall repairs at the tower, specifically the southwest side; and complete replacement of the flat roof of the tower. The tarp covering the east wall should be removed and all loose boards re-secured to the wall studs. Given the urgency of these repairs, and the limited budget, face nailing of these boards will be acceptable. This work can be prioritized once the tarp has been removed. The scope will be adjusted in order to assure that the budget will be met.

The exact scope cannot be determined until after the east elevation is uncovered. We requested that the City arrange for access to the tower roof so that we can inspect and determine a more specific scope. At that time, a local roofer should be available to assist with estimating costs. This inspection has been scheduled for April 6, 2017. The findings will be issued as an Addendum to this report.

Budget: \$25,000

#### Phase One-A

The City Commission, at their February 21, 2017 workshop, expressed an interest in moving forward with asbestos and lead abatement. Therefore, the Phase One scope can be expanded to include that work, should the City decide to fund it beyond the City Manager's discretionary limit of \$25,000.

The Phase One-A scope will include the tower roof and wall repairs, other roofing repairs, asbestos and lead paint abatement, re-nailing east wall siding, and repainting the exterior of the building. Painting estimates were obtained from Justin Bowden of JMB Painting in Key West. The scope was described and the building scale communicated to Justin. The extent of lead paint removal will require filling and caulking of the siding, one prime and two finish coats of paint. A budget allowance of \$40,000 to \$45,000 for this level of preparation and finish work is appropriate. The Phase One-A costs will be deducted from the Phase Two costs to create a new Phase Two-A.

	Low	High
Asbestos abatement	\$ 9,000	\$ 12,000
Lead based paint abatement	45,000	55,000
Phase One tower/roofing repairs	25,000	35,000
Paint building exterior	40,000	45,000
Subtotal	\$119,000	\$147,000
Miscellaneous: @ 5%	5,950	7,350
General conditions, bonds, etc. @ 8%	9,520	11,760
General contractor overhead & profit @ 17%	20,230	24,990
TOTAL Phase One-A Probable Construction	\$154,700	\$191,100

Allowing for some error above or below these assumptions provides an order of magnitude range of \$140,000 to \$200,000. Architectural/engineering fees and other soft costs are assumed to add 12% which brings these costs to a budget range of:

Budget: 160,000 low to \$225,000 high.

#### **Phase Two**

For purposes of establishing phasing scopes, I have assumed that this phase will include completion of the first floor as the Museum of Ormond Beach historic, including relocation of the Pro Shop to the south side of the tennis courts. The second and third floors will have all services and utilities roughed in only. This phase will also include asbestos and lead based paint abatement.

	Low	High
Asbestos abatement	\$ 9,000	\$ 12,000
Lead based paint abatement	45,000	55,000
General construction activities		
1 <sup>st</sup> floor complete (2,000 s.f. @ \$120 low/\$150 high)	240,000	300,000
2 <sup>nd</sup> floor rough in only @ 50%		
(1,450 s.f. @ \$60 low/\$75 high)	87,000	109,000
3 <sup>rd</sup> floor rough in only @ 50%		
(1,200 s.f. @ \$60 low/\$75 high)	72,000	90,000
Fire sprinkler system complete	60,000	70,000
Plaster restoration: assume 40%	40,000	60,000
Subtotal	\$553,000	\$696,000
Site components, miscellaneous: @ 5%	27,650	34,800
General conditions, bonds, etc. @ 8%	44,250	55,700
General contractor overhead & profit @ 17%	94,000	118,300
TOTAL Phase Two Probable Construction	\$718,900	\$904,800

Allowing for some error above or below these assumptions provides an order of magnitude range of \$680,000 to \$950,000. Architectural/Engineering fees and other soft costs are assumed to add 12% which brings these costs to a budget range of:

Budget: \$760,000 low to \$1,060,000 high.

#### Phase Two-A

If the City proceeds with Phase One-A, then those costs need to be deducted from the Phase Two budget, which yields Phase Two-A costs of:

Budget: \$600,000 low to \$835,000

#### **Phase Three**

Phase three is assumed to complete the project. We have also assumed that it will add at least 2 years to the project time line. We have added a 7% inflation allowance into the total.

	Low	High
General construction		
2 <sup>nd</sup> floor (1,450 s.f. @ \$60 low/\$75 high)	87,000	109,000
3 <sup>rd</sup> floor (1,200 s.f. @ \$60 low/\$75 high)	72,000	90,000
Plaster restoration: assume 60%	60,000	90,000
Adjustments to fire sprinkler amount	10,000	15,000
Exterior windows and doors	100,000	150,000
Subtotal	\$329,000	\$454,000
Site components, miscellaneous: @ 5%	16,450	22,700
General conditions, bonds, etc. @ 8%	26,300	36,300
General contractor overhead & profit @ 17%	55,950	77,000
TOTAL (2018 cost)	\$427,700	\$590,000
Inflation adjustment @ 7%	30,000	41,300
Grand Total (2020 cost)	\$457,700	\$631,300

Again, these projections are intended to assist in budgeting and grant funding applications. Allowing for some margin of error above or below these assumptions provides an order of magnitude construction cost range of \$425,000 to \$675,000. Architectural/Engineering fees and other soft costs are assumed to add 12% which brings these costs to:

#### Budget: \$475,000 low to \$750,000 high.

Total order of magnitude range for a phased project is estimated to be: \$1,260,000 to \$1,835,000 with all Architectural/Engineering fees, soft costs and a 7% inflation allowance for Phase Three.

#### 8 GRANT SOURCES

The following source list is presented to aid in procuring grants that may be available for this historic rehabilitation/restoration project. There are many sources of funding available for historic preservation projects. Our clients with similar projects have received grant funds from various sources, including capital campaign funds, the local Tourist Development Council, Private Foundations, local government funding, but by far the most significant amount of funding has come from the State of Florida.

#### **Florida Department of State**

Ken Detzner, Secretary of State
Division of Historical Resources
Grants
Contact Person: Yasha N. Rodriguez, Ph.D., Supervisor,
Historic Preservation Grants Program
yasha.rodriguez@dos.myflorida.com

#### **Historic Preservation Grants in Aid Program:**

Historic Preservation Small Matching Grants
Historic Museums Small Matching Grants
Historic Preservation & Historical Museums Special Category Grants

Further information is available at the Internet address:

http://dos.myflorida.com/historical/grants/

Also **State of Florida Department of Cultural Affairs:**CULTURAL FACILITIES PROGRAM

**Local Tourist Development Councils** or tourist promotion agencies are funding contributors to local development. This project may be eligible.

#### **Volusia County ECHO Grant**

The Volusia ECHO grant provides grant fund to finance acquisition, restoration construction or improvement of facilities to be used for environmental, cultural, historical and outdoor recreational purposes. http://www.volusia.org/services/community-services/echo/

United States Government, US Department of the Interior, National Parks Service https://www.nps.gov/search/?affiliate=nps&query=historic%20preservation

#### **National Trust for Historic Preservation**

The National Trust has a State funding Program for Historic Preservation that is funded through corporation trust fund, (approx. \$2,000,000 available)

Web site: <a href="https://savingplaces.org/grants">https://savingplaces.org/grants</a>

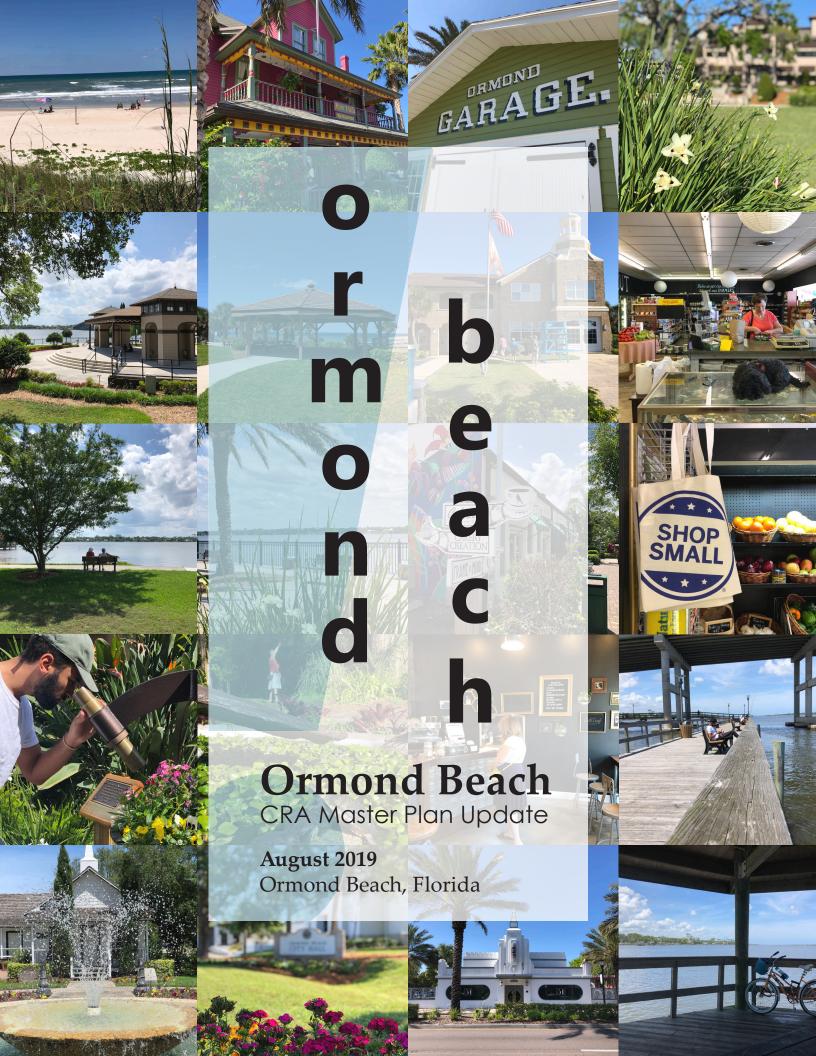
#### American Society of Landscape Architects (ASLA)

This organization provides historic preservation fund grants to preserve nationally significant intellectual and cultural artifacts, historic structures and sites

Web Site: www.asla.org

#### **Private Sector**

Funding is also available from the private sector, specifically foundations and grants established by individuals and corporations





#### MISSION STATEMENT

Utilize art, social events and cultural and historic assets to enhance the shared feeling of community

#### **VIEWPOINT**

The Ormond Beach CRA has historic and cultural resources in the form of buildings, history, environment and local art that can continue to be better celebrated. Through this initiative, Ormond Beach can leverage these resources toward specific tourism opportunities as well as enhanced quality of life.

#### **TOP PRIORITIES**

Identify, market and link the historic resources of Ormond Beach into an interpretive cultural tourism opportunity.

- Create a stronger Museum Row / branded experience
- Refurbishment of the MacDonald House as part of a cultural tour

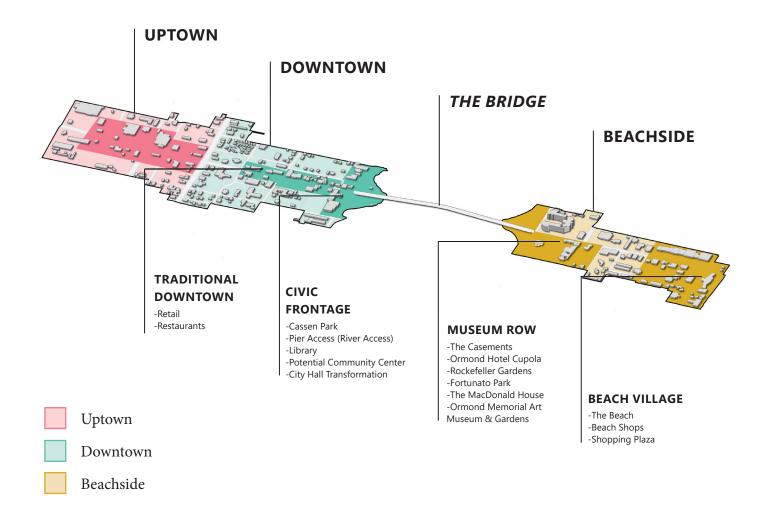
#### **SECONDARY PRIORITIES**

Bring art, music and beauty to all aspects of the City, including new development and retrofitting older buildings and utilitarian structures.

- Murals and Public Art
- Live music
- Develop a community events center
- Repurpose the Church Site per the current community study

## Identity

#### The Districts & Subdistricts



#### **Uptown:**

Uptown acts as the main entry to Ormond Beach. This area is heavily vehicle dominated and houses most of the districts major regional retailors. Through enhanced street scaping, which includes native plants and shade trees, and enhanced painted bike lanes the space can begin to serve pedestrians and multimodal transportation.

#### **Downtown:**

The majority of survey respondents (92%) consider this area to be the heart of downtown. Housing locally owned retail including small restaurants, boutiques, art galleries, and other shops, in a walkable proximity, this area functions as Down town. Providing a more pedestrian friendly environment and creating enhanced connectivity could enhance this area.













Other key areas in the CRA include secondary spaces, such as alleys and paths that are currently underutilized and difficult to access. Creating more accessibility to these spaces and cohesion in their aesthetic would help make these spaces an integral part of the fabric of the city.

Historic District (Museum Row) on Beachside is another key place in Ormond Beach. This area houses the major ity of Ormond Beach's historic and cultural assets. With this in mind, maintaining and investing in this area to become Ormond Beach's central place for art, culture and history would add an essential layer to the identity of the CRA.

### Arts & Culture

District Applicability I	Implementation Responsibility
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TOP PRIORITIES	Beach	Downtown	Gateway	City / CRA	MainStreet	Chamber
Develop a Community Events Center	P	P	S	P	S	S
Repurpose the Church Site per the current community study	S	Р	S	P	S	S
Murals and Public Art	S	S	S	S	P	S

### SECONDARY PRIORITIES

Live music	S	P	S	S	P	S
Create a stronger museum row / branded experience	Р	S	S	Р	P	Р
Refurbishment of the MacDonald House as part of a cultural tour	P	S	S	Р	P	Р

P = Primary Goal

S = Secondary Goal

CITIZEN THEME / ISSUE	EXISTING PROJECTS	FY 2019-20	FY 2020-2021	FY 2021-22	FY 2022-23
EC, PL, PK,	Cassen Park Improvements	\$865,000.00			
EC, PL, AC, EV, RG	Community Aesthetics	\$120,000.00		\$25,000.00	
EC, PL, TR, NH, RG	Granada Blvd. Sidewalk improvements	\$75,000.00	\$600,000.00		
EC, PL, PK, AC	MacDonald House		\$400,000.00		
EC, PL, TR, NH, EV, RG	New Britain Street Steetscape/Stormwater				\$800,000.00
PL, TR	OB Elementary School Signage	\$60,000.00			
PL, TR, PK	Thompson Creek Trail				\$166,625.00
VS	Ongoing Upgrades and Improvements	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
	Ongoing Maintenance & Grants				
VS	Existing Ongoing Operation/Maintenance	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
EC, VS	Existing Ongoing Grants Budget	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
	Enoting origining drains budget	\$200,000.00	\$200,000.00	\$200,000.00	#200300000
	New Projects				
PL, PK, AC, EV	4 Corners Parks Landscape Enhancements			\$300,000.00	\$300,000.00
PL, AC	Arts in Public Places		\$10,000.00	\$10,000.00	\$10,000.00
EC, PL, PK, TR, AC	Bridge Lighting & Branding Enhancements		\$40,000.00		
EC, PL, PK, TR, RG	Feasibility Adaptive re-use City Hall Library Site		\$150,000.00		
EC, PL, TR, NH	Granada Blvd Sidewalk Crossings / Intersections			\$50,000.00	\$100,000.00
PL, TR, NH	Traffic Calming Fund				\$100,000.00
EC, PL, TR, NH	Parking Lot Construction/Enhancements		\$30,000.00		
EC, PL, TR, NH	Parking Garage Opportunity			\$75,000.00	
EC, PL, TR, NH	Mid-block crossing on East Granada Blvd.		\$20,000.00		
EC, PL, NH, PK, AC, EV, RG	Contribution to re-purpose of 56 N. Beach Street				
PL, PK, AC, RG	Pocket Park and Pathway Linkages				
EC, TR, PL, EV, AC	Feasibility Trolley Circulator				
EC, PL	Feasibility for Strategic Hotel / Devel				
EC, TR, PL, EV, AC	Funding Support for Trolley Circulator				
EC, PL	Funding Support for Strategic Hotel				
EC, PL, PK, NH, EV, RG	Implementation of Master CRA stormwater permit				
EC, PL, TR, EV, RG	Development P3 Fund				
			44 = 22 22 22	+010.000.00	
	TOTAL PROJECT COSTS	\$1,570,000.00	\$1,700,000.00	\$910,000.00	\$1,926,625.00
	ANNUALIZED TIF	\$1,100,000.00	\$1,133,000.00	\$1,166,990.00	\$1,201,999.70
	REVENUE 3% AMORTIZED	Ψ1,100,000.00	ψ1,1 <i>33</i> ,000.00	Ψ1,100,770.00	Ψ1,201,777.10
	BALANCE	\$(470,000.00)	\$(567,000.00)	\$256,990.00	\$(724,625.30)

FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	2019-2029 Totals	NOTES
						\$865,000.00	
						\$145,000.00	Bridge painting/cabinet wraps
						\$675,000.00	
						\$400,000.00	ECHO & state grants matches
						\$800,000.00	\$350,000 (stormwater)
						\$60,000.00	\$30,000.00
						\$166,625.00	\$500,000 TPO Grant
\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$500,000.00	Specific CRA upgrades
						\$-	
						\$-	
\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,000,000.00	Landscaping/Streetscape Maintenance
\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,000,000.00	Building/Residential/Target businesses
						\$-	
	,		,			\$-	
\$300,000.00	\$300,000.00			·		\$1,200,000.00	Upgrades to all four corners
\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$90,000.00	Art projects in CRA district
\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00			\$490,000.00	Feasibility + Implement
				,		\$150,000.00	Future project/costs based on study
\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00			\$750,000.00	Look for Matching Funds
\$100,000.00	\$100,000.00	\$100,000.00				\$400,000.00	Look for Matching Funds
						\$30,000.00	Annual Fund, Incremental?
				,		\$75,000.00	Potential bonding project
						\$20,000.00	FDOT approval required
						\$-	Based on feasibility studies
						\$-	Annualized at \$250,000
		,				\$-	TBD - Future
						\$-	TBD - Future
						\$-	TBD - Future
						\$-	TBD - Future
		,					TBD - Future
						\$-	TBD - Future
				,		\$-	
						\$-	
						\$-	
\$1,160,000.00	\$1,160,000.00	\$960,000.00	\$860,000.00	\$460,000.00	\$460,000.00	\$11,166,625.00	
\$1,238,059.69	\$1,275,201.48	\$1,313,457.53	\$1,352,861.25	\$1,393,447.09	\$1,435,250.50	\$12,610,267.24	7 TIF years remain: 2030-2036; ~\$15M

EC=Economic Development; PL=Sense of Place; TR=Transportation, Circulation & Parking; PK=Recreation and Open Space; AC=Arts & Culture; NH=Residential Neighborhoods; EV=Environmental Sustainability; RG=Standards & Regulations; VS=Ensuring the Vision

#### FLORIDA MASTER SITE FILE Site inventory Form

SITE NO.

SITE NAME: 38 E. Granada SURVEY DATE: 06/30/86

38 E. Granada ADDRESS:

INSTRUCTIONS TO LOCATE:

LOCATION: Assessors Ormond Beach 12-20

Subdivision Name Block No. Lot No.

COUNTY: Volusia

DISTRICT NAME IF APPLICABLE:

OWNER OF SITE: NAME: City Of Ormand Beach

ADDRESS: P.O. Box 277

ADDRESS: Ormond Beach, FL 32074

TYPE OF OWNERSHIP: commercial RECORDING DATE: / /

RECORDER: NAME & TITLE: Historic Property Associates

ADDRESS: P.O. Box 1002

St. Augustine, FL

CONDITION OF SITE: INTEGRITY OF SITE: Check One Check one or more

ORIGINAL USE

EXCELLENT × ALTERED PRESENT USE Commercial UNALTERED GOOD

UNALTERED DATES c. 1885 > ORIGINAL SITE CULTURE/PHASE American FAIR RESTORED: / / PERIOD: 19th Century MOVED: / / DETERIORATED

NR CLASSIFICATION CATEGORY: building DATE LISTED ON NR: / /

THREATS TO SITE: Check one or more

x ZONING x TRANSPORTATION

x DEVELOPMENT FILL DETERIORATION DREDGE

BORROWING

OTHER (See Remarks Below)

AREAS OF SIGNIFICANCE: architecture

SIGNIFICANCE

See Continuation Sheet

RECORD NUMBER 160

ARCHITECT

BUILDER:

STYLE AND/OR PERIOD: Queen Anne

PLAN TYPE: Irregular

EXTERIOR FABRIC(S): Wood; weatherboard with corner boards

STRUCTURAL SYSTEM(S): Wood: balloon

PORCHES: N/1-story stoop with wrought iron cols & balustrade, 1-bay, access from N ORIENTATION: N

FOUNDATION: Piers: brick

ROOF TYPE: Hip

SECONDARY ROOF STRUCTURE(S): Tower, flat roof # gable: over stoop # shed: over W addition # intersecting offset gables CHIMNEY LOCATION:

WINDOW TYPE: DHS, 6/1, 8/1, wood # fixed glass panels

CHIMNEY:

ROOF SURFACING: Composition shingles: butt

ORNAMENT EXTERIOR: Wood

NO. OF CHIMNEYS O NO. OF STORIES 2.5

NO. OF DORMERS: O OUTBUILDINGS:

SURROUNDINGS:

SITE SIZE (approx. acreage) LT1

TOWNSHIP RANGE SECTION 148 32E 16

UTM ZONE UTM EASTING UTM NORTHING

PHOTOGRAPHIC RECORDS NUMBERS:

#### CUNTINUATION SHEET

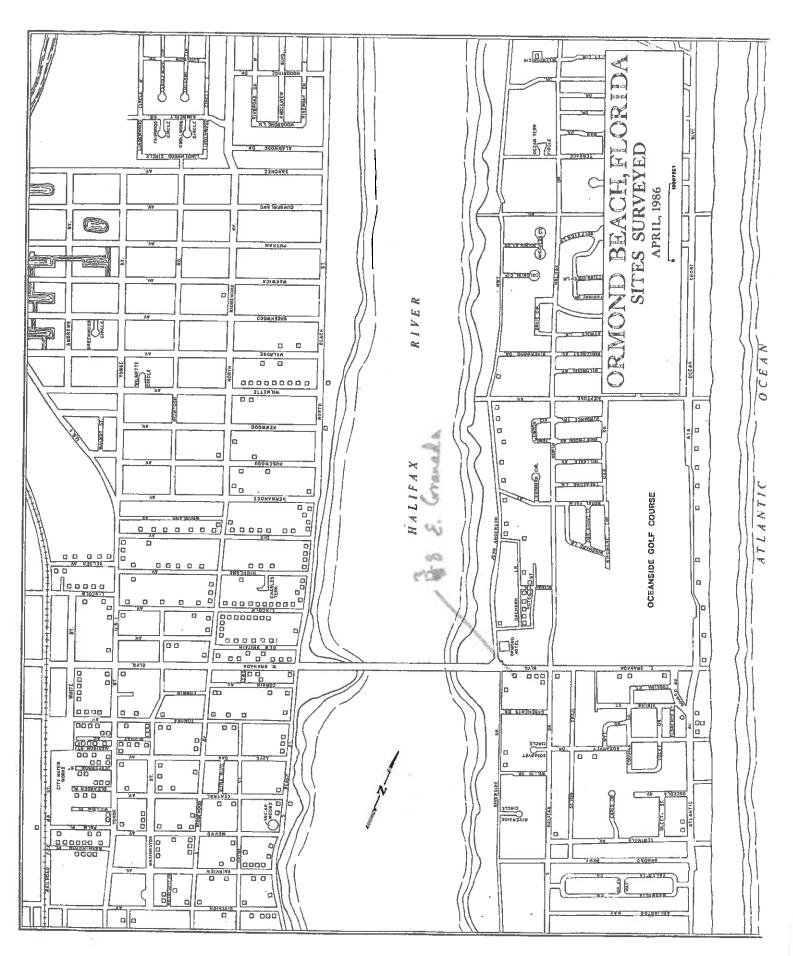
Statement of Sign Ficancer

38 E. Branada, c 2.5-story, Rusen Anna commercial building, is located in the Assessors subdivision of Ormand Beach. Samborn map research and architectural field survey reveal that it was constructed c. 1885. The building exhibits staggered butt shingles on gable and. Third story tower is decorated with buttshingles, andbarage board and finial decorates the gable ends. This is a fine old building that has had good reconstruction with the exception of first story windows.

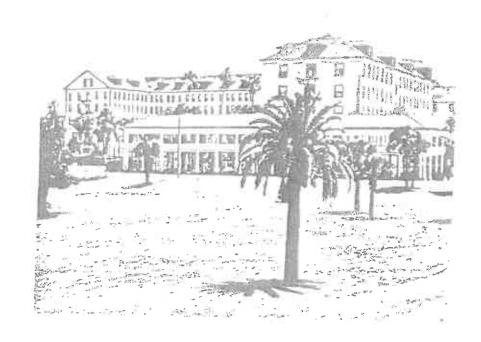
The City of Ormand Seach is located on Florida's Atlantic Coast astride the Halifax River, a part of the Intercoastal Waterway. The city's northern boundary reaches the Tomoka River, near its exit to the sea. Originally named New Britain upon its platting in 1874, Ormand Beach assumed prominence as a resort in the late nineteenth century. Significant population growth and development occurred between 1010 and 1925, an ara known as the "Florida Boom." The city's beaches were the site of America's first automobile speed races. The architectural heritage of the city, whose population in 1930 exceeded Cl, 000 inhabitants, finds its most eloquent expression in the residences situated on the cast and west banks of the Halifax River, which were constructed between 1880 and 1930.

<sup>&</sup>lt;sup>1</sup>Sanborn Fire Insurance Maps of Ormond Seach, Florida (1921, 1931).

See Historic Property Associates, Architectural and Historical Survey of Ormand Beach (St. Augustine, 1986).



# HISTORIC PROPERTIES SURVEY OF ORINORIDA



Historic Property Associates, Inc.
St. Augustine, Florida
July, 1986

house was a living hall, or central area, used for horizontal circulation for parlor, dining room, kitchen and other first floor rooms and for vertical circulation in a sultistory house. The living hall also served as a sitting room.

Porches were important features of Queen Anne houses. They were used to display turned and scroll-sawn decorative wood trim: balustrades, posts, friezes and brackets. Queen Anne porches functioned as exterior rooms during summer mornings and evenings (in Florida they continued in use year-round), and shaded the wain blocks of the houses from the heat of the day. Examples of Queen Anna houses include the residences at 328 South Beach Street, 27 Corbin Street, 38 Granada Boulevard, and the Lippincott Mangion. The ca. 1895 residence at 528 South Beach Street exhibits bargeboards on the steeply pitched gable ends, irregular massing, and a one-story wraparound veranda. The Lippincott Hansion, also located on South Beach Street, and listed in the National Register of Bistoric Places, features a strong tover, an element associated with classic examples of the style.

One example of the Eastlake Style was found in Ormand Beach. This type of building, which exhibits intricately

Address	Date	Style
38 Of thomas Color 78 Callet Color 156 March 18 Color	c. 1930	Frame Vernacular
78 Part 1 - 1 - 1 - 1 - 1	c. 1947	Frame Vernacular
156 Aug 70 7 8 4.	c. 1900	
160	c. 1937	Frame Vernacular
218-220	c. 1937	Frame Vernacular
220 220	C. 1920	Frame Vernacular
Granada Avenue (Nest)		
2 Den of south	c. 1915	Frame Vernacular
·11-13	c. 1915	Frame Vernacular
:17	c. 1925	
A _ #25		Hasonary Vernacular
34	c. 1915	Frame Vernacular
38 ~ 1	c. 1920	Frame Vernacular
43	c. 1895	Gusen Anne
	c. 1905	Frame Vernacular
44	c. 1925	Masonery Vernacular
48	c. 1920	Masonary Vernacular
<b>57</b> %	c. 1915	Frame Vernacular
<b>63</b>	c. 1920	Frame Vernacular
90 )	c. 1915	Masonary Vernacular
Groover Street		
18	c. 1930	Freme Vernaculer
Grove Street		
96	c. 1935	Frame Vernacular
174	c. 1900	Frame Vernacular
236	c. 1915	Bungelow
267	c. 1920	Frame Vernacular
253	c. 1940	Frame Vernacular
256	c. 1930	
280	c. 1930	Frame Vernacular
	u. 1930	Frame Vernacular
Halifax Avenue		
5-8 300 21 1 31 ones (1140 101)	c. 1920	Frame Vernacular
113		
17.3 E.V.	<b>c. 1925</b> ๕. <i>\คร</i> ูอ	Masonary Vernacular
	0.1470	BH 156
Hernandez Avenue		
16	c. 1915	Frame Vernacular
67	c. 1920	Dutch Col. Rev.
Highland Avenue		eafou cor. Max.
33	c. 1900	Frame Vernacular
67	c. 1925	Frame Vernacular
70	c. 1895	Frame Vernacular

3 2 3 3 5

#### **ORDINANCE NO. 98 - 27**

AN ORDINANCE FURTHER AMENDING ORDINANCE NO. 87-60, AS PREVIOUSLY AMENDED, BY ADDING FOUR PROPERTIES TO THE LIST OF HISTORIC LANDMARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Ordinance No. 87-60, as previously amended, the City Commission did duly adopt a list of "historic landmarks" in accordance with Section 11.1-4 of the Code of Ordinances, which provisions are currently contained within Section 10.03 of the Land Development Code, and

WHEREAS, the City Commission has determined that four (4) additional properties which are located at various locations within the City of Ormond Beach should be added to the list of historic landmarks, and

WHEREAS, the Historic Landmark Preservation Board and the City Commission have taken all steps required by Section 10.03 of the Land Development Code, now therefore,

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

**SECTION ONE.** Section One of Ordinance No. 87-60, as previously amended, is hereby further amended to read as follows:

**SECTION ONE.** Pursuant to the authority vested in it by Section 10.03, Historic Districts and Landmarks, of the City of Ormond Beach, Florida, *Land Development Code*, the City Commission hereby designates the following properties as "historic landmarks:"

- 1. 25 Riverside Drive the Casements
- 2. 150 South Beach Street the Lippincott Mansion
- 3. 42 North Beach Street the Ormond Beach Woman's Club
- 4. 110 North Beach Street
- 5. 104 South Beach Street
- 6. 173 South Beach Street Ames House
- 7. 186 South Beach Street
- 8. 76 Central Avenue
- 33 Dix Avenue
- 10. 160 East Granada Boulevard Fire Station No. 91
- 11. 11-13 West Granada Boulevard
- 12. 15-17 West Granada Boulevard Buschman Building
- 13. 57 West Granada Boulevard
- 14. 174 Grove Street
- 15. 128 South Halifax Drive
- 16. 253 John Anderson Drive
- 17. 393 John Anderson Drive
- 18. 31 Lincoln Avenue
- 19. 61 Lincoln Avenue
- 20. 75 Lincoln Avenue
- 21. 156 New Britain Avenue
- 22. 143 Ocean Shore Boulevard
- 23. 71 Orchard Lane
- 24. 175 Orchard Lane
- 25. 127 Riverside Drive
- 26. 63 Seville Street
- 27. 115 South Yonge Street New Bethel AME Church
- 28. 44 South Halifax Drive the original St. James Episcopal Church building
- 29. 48 Lincoln Avenue
- 30. the site of "Bosarve" at the Northeast corner of the intersection of Riverside Drive and Riverside Circle
- 31. 70 Highland Avenue
- 32. the "Village Improvement Association Gardens" portion of the Ormond Beach Woman's Club/Anderson-Price Memorial Library property, located at 42 North Beach Street
- 33. 251 Seton Trail Hillside Cemetery
- 34. 528 South Beach Street
- 35. Ormond Hotel Cupola
- 36. MacDonald House
- 37. Ormond Mound

**SECTION TWO.** All other terms and conditions of said Ordinance No. 87-60, as previously amended, are hereby ratified and confirmed.

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

**SECTION FOUR.** This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 76 day of July, 1998.

PASSED UPON at the second and final reading of the City Commission, this day of August, 1998.

DAVE HOOD

Mayor

ATTEST:

LORETTA MOISIO

Support Services Coordinator

#### ORDINANCE NO. 2007-02

AN ORDINANCE AMENDING SECTION 2-71, HISTORIC LANDMARKS AND DISTRICTS, OF CHAPTER 2, ARTICLE IV OF THE LAND DEVELOPMENT CODE BY ADDING A LIST OF CURRENTLY DESIGNATED HISTORIC LANDMARKS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABLITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City's professional planning staff has requested an amendment to the City of Ormond Beach Land Development Code ("LDC") to add a list of currently designated historic landmarks to the Land Development Code ("LDC"), and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the requested amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), Florida Statutes, have been complied with, and

WHEREAS, the City Commission finds the requested amendment to be consistent with the provisions of the Comprehensive Plan of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

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

**SECTION ONE.** Section 2-71, Historic Districts and Landmarks, of Chapter 2, District and General Regulations, of Article IV, Overlay District, of the *LDC* is hereby amended by creating a new subparagraph to read as follows:

#### K. Ormond Beach Historic Landmarks:

- 1. 25 Riverside Drive The Casements
- 2. 150 South Beach Street the Lippincott Mansion
- 3. 42 North Beach Street the Anderson-Price Memorial Library
- 4. 110 North Beach Street Corbin Family Estate
- 5. 104 South Beach Street Clements Home
- 6. 173 South Beach Street Ames House
- 7.\_\_ 186 South Beach Street the Last Straw
- 8. 76 Central Avenue the Hatten Home
- 9. 33 Dix Avenue the Moore Home
- 10. 160 East Granada Boulevard Old Fire Station No. 91
- 11. 11-13 West Granada Boulevard Coffee Shop
- 12. 15-17 West Granada Boulevard Buschman Building
- 13. 57 West Granada Boulevard Hanson Building
- 14. 174 Grove Street Wilmer Home
- 15. 253 John Anderson Drive Lisnaroe/Rowallen Estate
- 16. 393 John Anderson Drive Rainey Estate
- 17. 31 Lincoln Avenue Lawson House
- 18. 61 Lincoln Avenue George Cusack Home
- 19. 75 Lincoln Avenue Pearson Home
- 20. 156 New Britain Avenue American Legion Hall
- 21. 143 Ocean Shore Boulevard Treasure Trove
- 22. 71 Orchard Lane John Anderson Cabin
- 23. 175 Orchard Lane Delaney House
- 24. 127 Riverside Drive Riverway/Wilson House
- 25. 63 Seville Street Barbie House
- 26. 115 South Yonge Street New Bethel AME Church
- 27. 44 South Halifax Drive the original St. James Episcopal Church
- 28. 48 Lincoln Avenue Ross House
- 29. 195 Riverside Drive Bosarve Site
- 30. 70 Highland Avenue Jacobson House
- 31. 41 North Beach Street Village Improvement Gardens
- 32. 215 Seton Trail Hillside Cemetery

- 33. 528 South Beach Street the Redman House
- 34. 2 John Anderson Drive Hotel Ormond Cupola
- 35. 38 East Granada Boulevard MacDonald House
- 36. West of 195 South Beach Street Indian Mound Park
- 37. 208 Central Avenue former Rigby Elementary School
- 38. 195 South Beach Street Whim Gardens at Ames Park
- 39. 54 South Ridgewood Avenue Wardwell and Penfield Gravesites
- 40. 33 Ocean Shore Boulevard Villa Mar Oceanfront
- 41. 733 West Granada Boulevard Pilgrim's Rest Cemetery
- 42. South of 134 S. Orchard Street Gethsemane Cemetery
- 43. East of 96 Marvin Road Fagen-Marvin Cemetery
- 44. 380 Tymber Run Groover Creek Cemetery
- 45. 242 Tomoka Avenue former St. John Missionary Baptist Church
- 46. 63 North Beach Street Ormond Yacht Club
- 47. 103 Lincoln Avenue site of the first Ormond Beach School

**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; clause, phrase, 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 2nd day of January, 2007.

PASSED UPON at the second and final reading of the City Commission, this

16th day of January, 2007.

Fred Costello

Mayor

ATTEST:

VERONICA PATTERSON

City Clerk

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

THIS AGREEMENT is made and entered into on this 3 day of 1000 day of 2000 day

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

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

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

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

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

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

- 1. Recitals. The foregoing recitals are true and correct, are made by each party to induce the other party to enter into and execute this Operation and Maintenance Agreement ("Agreement"), and are incorporated herein by reference and made a part of this Agreement.
- 2. Term. This Agreement shall be effective on the date it is last signed by the undersigned parties. The initial term of this Agreement shall be for one (1) year and shall be automatically renewed for four (4) additional one (1) year periods unless it is terminated as provided in paragraph 13 below.

#### 3. Scope of Services.

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

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

- b) "Ames House" Property. OBHS is responsible for the maintenance and display of the following items of the City's personal property which were located at the City's facility known as the "Ames House": one (1) display cabinet, and one (1) antique marble topped wash stand.
- c) Display of Private Property. OBHS is responsible for the display of various items of artistic, cultural, historical and educational interest about Ormond Beach, that are privately owned ("Private Owners"), and the City shall not have any right, claim or interest in or to any such privately owned items of personal property. Further, the OBHS shall fully indemnify and hold the City harmless from and against any and all actions, suits and claims for damages by any and all Private Owners arising from OBHS's maintenance, use, and display of such items of privately owned personal property.
- d) Joint Display of Property. OBHS shall cooperate with Ormond Beach Memorial Art Museum, Inc. ("OMAMI") regarding the mutual and joint display of various items of artistic, cultural, historical and educational interest about Ormond Beach.
- 4. Consideration. City shall pay to OBHS the sum of Fifteen Thousand Eight Hundred Ten and 00/100 dollars (\$15,810.00), which shall be payable within thirty (30) days of the effective date of this Agreement. Thereafter, the City Commission may, in its sole and absolute discretion, appropriate additional funds to OBHS to be used for the purposes expressed herein.
- 5. Compliance with Laws. OBHS shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.
- 6. Access to Premises by City. It is expressly understood and agreed that City retains the right to supervise and control the Premises and that OBHS' use of the Premises for a Welcome Center is non-exclusive.

- 7. Public Access. OBHS shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the facilities by members of the public who are otherwise eligible to use those facilities.
- 8. Taxes. OBHS shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon OBHS (or City) by the State of Florida, Volusia County, or any other government agency, arising from OBHS's use of the Premises. OBHS is also responsible for procuring and maintaining a local business tax registration certificate from the City of Ormond Beach.
- 9. Operational Expenses. OBHS shall at its sole expense, be responsible for paying its own monthly operational expenses, including its expenses for telephone services and the installation of telephone lines relative thereto. OBHS is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing.
- 10. Mandatory Record Keeping. OBHS is required to keep a daily record of the number of visitors to the Welcome Center and the services provided. OBHS shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this Agreement and is for the purpose of determining the continued public benefit and viability of the Welcome Center.

#### 11. Non-Exclusive Use.

- a) OBHS's right to use the Premises as described in this paragraph is non-exclusive, and the City expressly reserves the right to use any and all portions of the Premises, for any purpose that the City in its sole and absolute discretion so desires, so long as such use by the City does not materially or adversely affect or interfere with the use of the Premises granted to OBHS herein.
- b) OBHS understands and acknowledges that the back three (3) rooms on the first floor are currently being used for the administration and provision of tennis related activities, and that this use may continue without it being construed by OBHS as materially or adversely affecting or interfering with OBHS's non-exclusive use and occupancy of the Premises granted herein. Further, the City expressly retains the right to use or authorize such other and further use of the back three (3) rooms as the City so desires.
- c) The City shall in its sole and absolute discretion have the exclusive right to renovate and make improvements to all or any part of the Premises to appropriate funds therefor, or to authorize OBHS to make renovations or improvements thereto. In the event renovations or improvements are made to any part of the Premises, they shall not be construed by OBHS as an adverse or material interference with OBHS's non-exclusive right to use the Premises. Further, OBHS shall not make or permit to be made any alterations, additions, improvements or changes in or to the Premises without obtaining the prior written consent of the City. Consent by the City to any particular alteration, addition, improvement or change shall not be deemed a waiver or continuing

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

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

#### 13. Termination of Agreement.

- a) Termination Without Cause. Either the City or OBHS may terminate this Agreement, at any time and without cause, upon providing at least sixty (60) days prior written notice of the same to the other party.
- b) Termination with Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor OBHS's operation and use of the Premises and, in the event a factual determination is made by her that OBHS has breached a material term or condition of this Agreement, she shall so notify OBHS, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that OBHS is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement.
- c) In the event any portion or all of the premises become unavailable or unusable by OBHS for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

#### 14. Capital and Property Improvements.

- (a) Any proposed Capital Improvements to the Premises shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.
- (b) Any and all property improvements that may be proposed by OBHS shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Premises, and shall become the property of City upon the expiration or termination of this Agreement.
- 15. Assignment. This Agreement shall not be assignable.
- 16. Complete Agreement. This Agreement constitutes the entire and complete

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

- Amendment to Agreement. Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
- Notices. All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

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

Ormond Beach Historical Society, Inc. 38 E. Granada Boulevard Ormond Beach, FL 32174

- Sovereign Immunity. City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
- Venue. The terms and conditions of this Agreement shall be construed 20. and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
- 21 Waiver of Conditions. No waiver by City of any condition or breach of performance by OBHS shall constitute an irrevocable, continuing, or subsequent waiver by City of the same condition or breach of performance, or of any other condition or other breach of performance.
- Attorney's Fees and Costs. As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.
- 23. Severability. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by OBHS are not materially affected, altered or impaired as a result of said judicial declaration.
- 24. Effective Date. This Agreement shall become effective on the date it is last executed by the respective parties.
  - Provisions Relative to Risk Management.

- (a) Indemnification and Hold Harmless. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.
- (b) Payment on Behalf of City. OBHS shall pay all costs of the City's legal defense, as may be selected by City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.
- (c) Loss Control/Safety. Precaution shall be exercised at all times by OBHS for the protection of all persons, including employees and property. OBHS shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.
- (d) General Insurance Requirements. OBHS shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect Owner from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of OBHS's operations.
  - (e) Types of Insurance and Limits of Liability.
    - (1) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

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

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

#### g. Liquor Liability

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

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

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

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

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

- (4) Requirements for Certificates of Insurance.
- a. With the execution of the Lease Documents, OBHS shall provide certificates of such insurance acceptable to Owner. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to Owner. OBHS shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of Owner. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Lease Documents.
- b. New certificates of insurance shall be provided to Owner at least fifteen (15) days prior to coverage renewals.
- c. If requested by Owner, OBHS shall furnish complete copies of OBHS's insurance policies, forms and endorsements.
- d. For Commercial General Liability coverage OBHS shall, at the option of Owner provide an indication of the amount of claims

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

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

#### (5) Policies of Insurance

- a. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.
- b. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- c. All policies of insurance or certificates thereof referred to in this Lease shall be deposited with the City Clerk.
- d. Owner shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.
- 26. Compliance with Florida Public Records Law. OBHS expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

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

- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the OBHS or keep and maintain public records required by the City to perform the service. If the OBHS transfers all public records to the City upon completion of the contract, the OBHS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OBHS keeps and maintains public records upon the completion of the contract, OBHS Shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the OBHS to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject OBHS to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

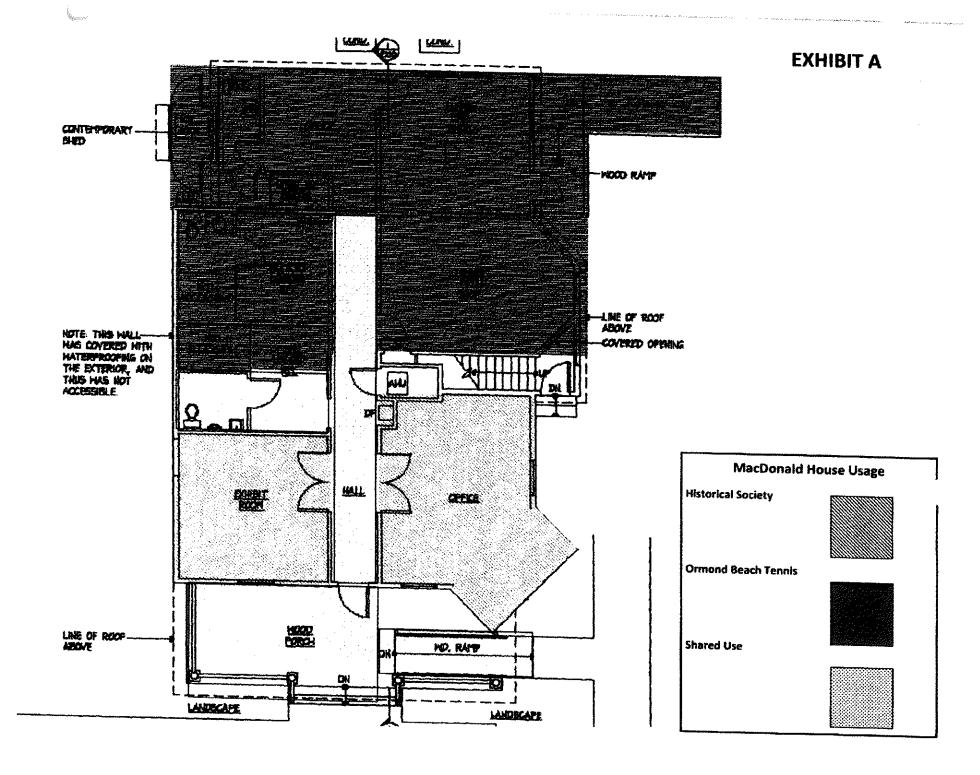
J. SCOTT MCKEE, CITY CLERK 22 SOUTH BEACH STREET ORMOND BEACH, FLORIDA 32175. (386)676-3297 SCOTT.MCKEE@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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

DATED this 3 day of Prpc.	_, 20 <u>18</u> .
Witnesses:	CITY OF ORMOND BEACH
Print Name: LIVA Dahme	By: Bill Partington Mayor
Print Name: Werdy J. Nichols	By: UOYOE SHANAHAN City Manager

DATED this 32 day of April	, 20 <u>18</u> .
Witnesses:	ORMOND BEACH HISTORICAL
Ola Re.	SOCIETY, INC.
Cuy / Co two	By: Goon Ornal
Print Name: Clay Robinson	Print Name: Joan Skird
	Title: President
	Attest: Olypha Petropauli
Print Name: Jeff Siduel)	Attest: Clypta Petschauer  Print Name: Elysta Petschauer
	Title: Executive Director





### **Permanent ECHO Sign**



For this project, the permanent sign will be bronze, formatted as above, and installed on a coquina rock, as shown below.



#### **SECTION 3: BUDGET DETAIL/MATCHING FUNDS**

3.1 PROJECT BUDGET DETAIL CHART: Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate "Match Code": Explanations of match codes can be found in the guidelines on pg. 24.

CHART 3.1: CONSTRUCTION PHASE EXPENDITURES							
ADD ROWS AS NEEDED	UC+	LM +	In-Kind	PSC	= Match	ЕСНО	Total
General Requirements:							
Mobilization, Waste Collection, etc.	10,000.00				10,000.00	0.00	10,000.00
Contractor Fees	25,000.00				25,000.00	0.00	25,000.00
Insurance	5,000.00				5,000.00	0.00	5,000.00
Subtotal	40,000.00				40,000.00	0.00	40,000.00
Architectural Services:							
Consultant Services	20,000.00				20,000.00	0.00	20,000.00

Final Construction Drawings	2,000.00			2,000.00	0.00	2,000.00
Subtotal	22,000.00			22,000.00	0.00	22,000.00
Site Construction:						
Equipment Rental (scissor lift/high reach and forklift)				0.00	34,000.00	34,000.00
Siding/Trim/Paint	143,273.29		44,726.71	188,000.00	316,000.00	504,000.00
Carpentry Materials	45,000.00			45,000.00	50,000.00	95,000.00

Subtotal	188,273.29			44,726.71	233,000.00	400,000.00	633,000.00
ECHO Signage:							
Temporary	500.00				500.00		500.00
Permanent	4,500.00				4,500.00		4,500.00
Subtotal	5,000.00				5,000.00	0.00	5,000.00
Land Match		100,000.00			100,000.00		100,000.00
PROJECT TOTALS	255,273.29	100,000.00	0.00	44,726.71	400,000.00	400,000.00	800,000.00

#### 3.2 MATCH DOCUMENTATION

Please see page 26 in the guide for a more in depth explanation of documentation.

1.) Provid	e officia	al documentation of Match:
a.	Unenc	umbered Cash (UC):
	i.	☐ Current Bank Statement OR
	ii.	⊠Copy of signed resolution including pledged dollar amount, project name and dates the funds will be available ( <i>Pages 102-103</i> )
b.	Irrevo	cable Pledges (UC):
	i.	$\Box$ Notarized letter stating the pledged amount, the purpose of the pledge and the date the funds will be available (must include an itemized budget if pledge is for services).
	IMPOF	RTANT: Pledged funds must be in the bank prior to the Grant Review Panel.
c.		d Services (IK) services/donations must have taken place no more than 7 years o the project:
	i.	$\hfill \square$ Itemized list of products/services to include name of person/organization, description of goods/services, fair market value of in-kind contribution and date goods/services were provided.
	ii.	$\hfill\Box$ Future in-kind donations must have notarized letter from donor describing items/services and value of such.
	iii.	$\hfill\Box$ Previously provided in-kind service/donations do not require backup in this application, however, official documentation must be available for review upon request.
d.	Previo	usly Spent Cash (PSC)
	i.	oximes The encumbrances or cash expenditures completed within the seven (7) year period prior to the application. (Pages 104-125)
e.		Match (LM) (trails of the County's Master Plan, projects on State or Federal land operty donated by the County are not eligible for match):
	i.	⊠ Copy of deed (Page 126)

ii. ⊠ Copy of appraisal (property appraisal assessment or recent outside appraisal) (Pages 127-131)

#### **Attachments**

Resolution 2019-197	102-103
Previously Spent Cash (PSC) Documentation	104-125
Warranty Deed	126
Volusia County Property Appraiser Property Value Documentation	127-131

#### **RESOLUTION NO. 2019-197**

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING PHASE 1 OF THE RESTORATION PLAN FOR THE MACDONALD HOUSE, LOCATED AT 38 EAST GRANADA BOULEVARD; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the County of Volusia has a current grant cycle open under the ECHO Grants-In-Aid Program in which the City can request maximum funding assistance in the amount of \$400,000.00 with City matching funds on a dollar-for-dollar basis, or 50:50 match, and

WHEREAS, the City Commission desires to submit a grant application to the County of Volusia under the ECHO Grants-In-Aid Program, a draft copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of obtaining funding assistance in the amount of \$400,000.00 regarding Phase 1 of the restoration plan for the MacDonald House, located at 38 East Granada Boulevard ("the Project"), and

WHEREAS, the total Project cost is estimated to be \$800,000.00, and

**WHEREAS**, the City is required to make a matching contribution of at least \$400,000.00, now therefore

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

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

reference.

SECTION TWO. The City Manager or her designee is hereby authorized and

directed to submit a grant application, including any and all documents that are necessary and

incidental thereto, to the County of Volusia under the ECHO Grants-In-Aid Program in the amount

of \$400,000.00 regarding Phase 1 of the restoration plan for the MacDonald House, located at 38

East Granada Boulevard.

SECTION TWO. The Mayor and City Manager are hereby further authorized and

directed to execute any contract, including any and all documents that are necessary and incidental

thereto, for the City to accept the grant award.

**SECTION THREE.** The City Manager hereby certifies that the City's matching

funds in the amount of \$400,000.00 will be derived from the General Fund Reserves

(\$155,273.29), contribution from the Ormond Beach Historical Trust (\$100,000.00), land value

match (\$100,000.00), and in previously spent cash (\$44,726.71).

SECTION FOUR. This Resolution shall take effect immediately upon its

adoption.

APPROVED AND AUTHENTICATED this 5th day of November, 2019.

BILL PARTINGTON

Mayor

ATTEST.

**COLBY CILENTO** 

City Clerk

-2-

## Previously Spent Cash (PSC) Documentation

### **Recladding Southwest Face**

## PO #20190333

#### INVOICE

TO:

The City of Ormond Beach

22 South Beach Street,

Ormond Beach, FL 32174 ATTN: Accounts Payable INVOICE NO:

20-0208-01

INVOICE DATE:

12-December-2018

PROJECT:

Stout-MacDonald House - Recladding Phase 1

38 Granada Boulevard, Ormond Beach, FL 32174

REMIT PAYMENT TO:

A. M. Weigel Construction, Inc. 166 South Palmetto Avenue

Daytona Beach, Florida 32114



Invoice for the Labor, Materials and Equipment to remove and replace the wood siding and wood framing on the lower portion of the southwest face of the tower portion of the building per the attached cost breakdown.

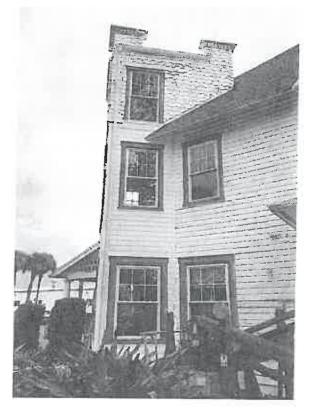
Total Invoice Amount Due:

\$18,757.71

12-11-11-18







AFTER

		00102932
DESCRIPTION		INVOICE AMOUNT
	\$40.757.74	<b>\$18,757.7</b> 1
	\$18.757.71	\$18,757.71
	DESCRIPTION ICDONALD HOUSE RECLADDING*PH I L#:10457301 - 506503	CDONALD HOUSE RECLADDING*PH I

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
112	A M WEIGEL CONSTRUCTION INC	102932	12/28/2018	\$18,757.71



City of Ormond Beach Accounts Payable PO Box 277 Ormond Beach, FL 32175-0277 Vendor Number 112 EFT Date

12/28/2018

EFT Number 102932

\$18,757.71

\*Eighteen Thousand Seven Hundred Fifty-seven Dollars and 71 Cents\*

Pay A M WEIGEL CONSTRUCTION INC To the 166 S PALMETTO AVE Order Of DAYTONA BEACH, FL 32114-0000

EFT FILE COPY NON-NEGOTIABLE



B L L

T

> MZDOR

City of Ormond Beach PO Box 277 Ormond Beach, FL 32175-0277 **Purchase Order** 

Fiscal Year 2019

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order#

20190333

Delivery must be made within doors of specified destination.

A M WEIGEL CONSTRUCTION INC 166 S PALMETTO AVE DAYTONA BEACH, FL 32114 Email: PATTIC@AMWEIGEL.COM Fax: 386-257-6143 S H Engineering 22 South Beach Street City Hall Room 104 T Ormond Beach, FL 32174

vern	dor Phone	Number	Vendo	r Fax Number	Requisition Number		Delive	ery Reference	Shirt India		
3	386-257-	5691	386	-257-6143	19000297						
Date (	Ordered	Vendor No	ımber	Date Required	Freight Method	I/Terms		Department/Location			
	7/2018	112						TRANSPORT			
Item#			De	scription/PartN	0	QTY	UOM	Unit Price	Extended Price		
		ondence - F thorization ald House		Sheets And Bi	Appear On All ills Of Lading	1.0	EACH	\$19,478.00			

#### **WORK AUTHORIZATION**

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated October 3, 2017 between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project	Title: MacDonald Hous	se –Recladding-Phase I	
siding a	Description: Construct and trim on a portion of d proposal dated Augu	the west elevation of Maci	to remove and replace the wood Donald House, as detailed in the
	Sched	lule of Payments and Fe	e Basis
Require Work Ta	<u>ask</u>	Fee <u>Basis</u>	<u>Fee</u>
*	nald House ling – Phase I	Guaranteed Maximum	Price \$19,478.00
Total Fe	ee Authorized:	Not to Exceed	<u>\$19,478.00</u>
Funding	Source:	TIF Fund (104)	
Estimate	d Time for Completion	4 Weeks from Author	prization to Proceed
AUTHOR CITY OF	RIZED: ORMOND BEACH	ACCEPTED: A.M. WEIGEI	CONSTRUCTION, INC.
By: Co	yee A. Shanahan Iy Manager	By: A. Micha Presider	el Weigel
Date:	9-28-18	Date: l	0.2.18

# 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:

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

Ref:	Fla. Stat. §119.0701(2016)
	EPTED: WEIGEL CONSTRUCTION, INC.
Ву:	A. Michael Welgel President
Date:	10.2.10



August 7, 2018

Mr. Shawn P. Finley, P.E. Deputy City Engineer City of Ormond Beach 22 South Beach Street Ormond Beach, Florida 32174

RE: City of Ormond Beach

MacDonald House - Recladding - Phase 1

44 East Granada Boulevard Ormond Beach, Florida 32176

#### Dear Shawn:

We are pleased to submit our Guaranteed Maximum Price proposal for the re-cladding of a portion of the MacDonald House as indicated in the exhibits contained herein for the guaranteed maximum price of Nineteen Thousand Four Hundred Seventy Eight Dollars and Zero Cents (\$19,478.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A" Photos of the area to be re-clad Exhibit "B" Assumptions & Qualifications

Exhibit "C" GMP Cost Breakdown

Upon receipt of an executed contract and notice to proceed and approval of all applicable permits, we anticipate the construction duration to be 3-4 weeks to substantial completion depending on our findings after exposing the building framing.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in building this very important project.

Sincerely,

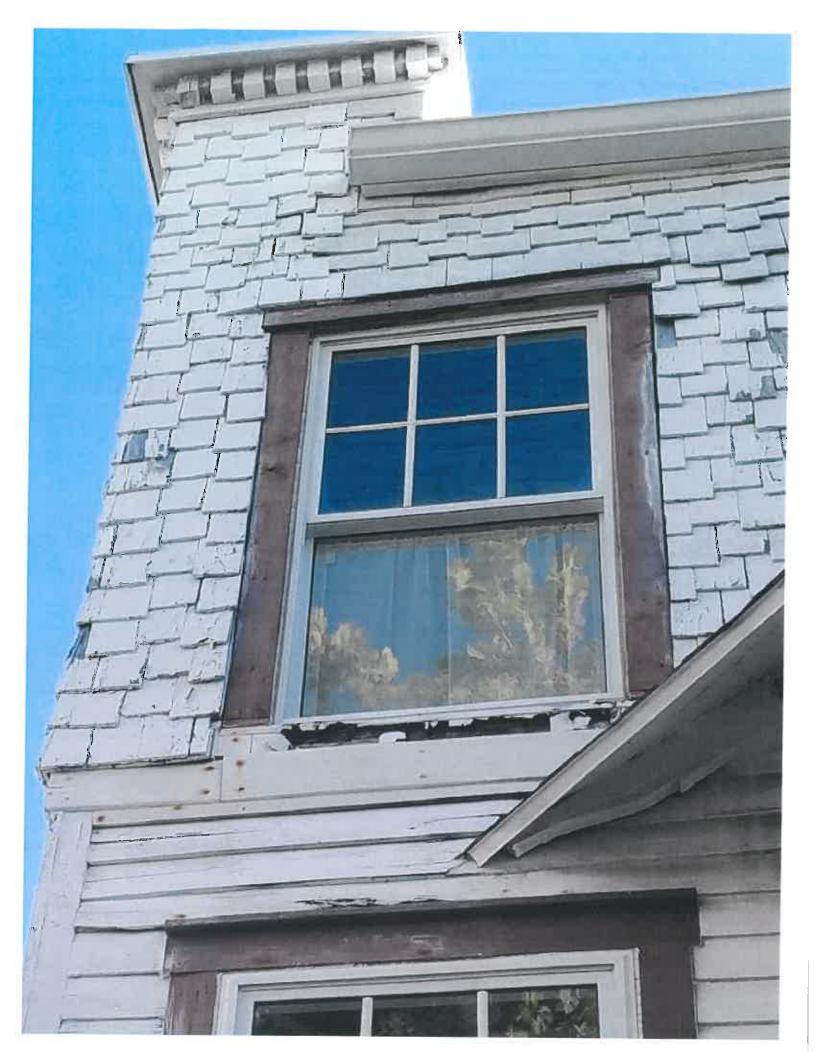
A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel President

Attachments







### **Guaranteed Maximum Price - ASSUMPTIONS and QUALIFICATIONS**

#### A. **QUALIFICATIONS:**

- 1. In general terms, the scope of the Project is limited to the removal and replacement of the wood siding and trim on one section of the west elevation as identified in the Exhibit "A" photos.
- 2. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
- 3. 6% State Sales Tax, 0.5% County Sales Tax (on the first \$5,000) is included on all materials.
- 4. All cost expenditures shall be tracked by the CM and reported to the Owner on an ongoing basis. Upon completion of the project, a final accounting of the costs incurred will be reconciled with the Owner and any and all unused monies will be credited to the Owner Contract via deductive change order.

#### B. EXCLUSIONS:

- 1. Design Fees of any nature.
- 2. Permanent utility charges, deposits, meters and meter enclosures.
- 3. All permits or permit fees. We do not anticipate obtaining a permit for this work.
- 4. We have not included any costs associated with relocation, removal or replacement of existing utilities found that conflict with proposed construction.
- 5. We have not included any costs associated with removal or replacement of unsuitable soils or hazardous materials found on site.

#### C. QUALIFICATIONS BY TRADE:

#### Division 01 – General Requirements

- a. We have included the necessary project management and part-time jobsite supervision for the entire period of construction.
- b. We have included the cost of Liability Insurance coverage.
- c. We have included temporary fencing surrounding the work area.

#### Division 02 – Selective Demolition

- a. We have included the demolition and removal of the existing wood siding, windows and window trim in the area to be re-clad. We have included new wood study necessary to replace the existing in the event it is determined that they need to be replaced.
- b. We have not included the cost to relocate existing in the wall electrical or plumbing utilities since we are not aware if they are present.
- c. We have not included any special removal procedures and disposal for lead based paint.

## **Guaranteed Maximum Price - ASSUMPTIONS and QUALIFICATIONS**

#### Division 02 - Landscape

- a. The City will remove the existing shrubs and plantings at the base of the area to be reclad.
- b. We have not included the cost to replace the removed plantings.

#### Division 06 - Woods & Plastics

a. Our replacement of the wood cladding and trim is based on using the following materials:

2" x 4" pressure treated wood studs for framing members.

1/2" thick pressure treated plywood sheathing.

Tyvek or equivalent house wrap

1" x 6" Thermo Poplar wood trim at the outside corner, inside corner and around the windows.

1" x 6" Thermo Poplar wood rabbeted siding

#### Division 07 - Membrane Roofing & Shingles

a. We have included costs to re-direct the downspout so that it does not direct water to the sill of the upper window.

#### Division 08 - Windows

- a. We have included the removal and re-installation of two (2) EXISTING WINDOWS within the area to be re-clad. We will re-caulk the windows after they are installed.
- b. We have not included the cost of replacing these existing windows with impact windows or any other protective covers that bring these windows up to current codes.

#### Division 09 – Paintings & Coatings

- a. We have included sealing all surfaces of the Thermo Poplar siding and trim prior to installing it with an oil based sealer as recommended. All on cuts made on site will be touched up with the sealer.
- b. We have included painting all of the new trim with two coats of an oil based paint in white. We cannot guarantee that the new paint will match the existing paint.

Bid Pkg	Description	Quantit	, III	Lab He's	Meditor	Out II.		47	
	acompany	Quantit	y O an	Lab.Unit	Mat.Unit	Sub.Unit	Eqp.Unit	Line Item Cost	BP C
1A	Supervsion and Project Management	3.	wĸ	852.00	0.00	0.00	0.00	2,556.00	2,556
18	Dumpster - 30 CY	1,1	EA	0.00	395.00	0.00	0.00	395.00	
18	Miscellaneous Barricades / Temp Fence / Signage	1.0	LS	0.00	825.00	0.00	0.00	825.00	
18	Periodic Cleanup	3.0	DAY	170.40	0.00	0.00	0.00	511.20	1,731
2A	Demolition of Existing Cladding	12.0	HRS	00.0	0.00	45.00	G.00	540.00	
2A	Temporary Protection of Exposed Envelope	150.0	SF	0.00	5.00	0.00	0.00	750.00	1,290
6/\	Replacement of wood stude 2 x 4 PT (10es x 25')	260.0	LF	0.00	0.70	0.00	0.00	182.00	
6A	Plywood Sheathing - 1/2" PT (8' x 25')	7.0	SHTS	0.00	32.00	0.00	C.00	224.00	
6A	Tyvek - 9' x 150' roll	1.0	ROLL	0.00	160.00	0.00	0.00	160.00	
6A	Tyvek Tape	1.0	ROLL	0.00	12.00	0.00	0.00	12.00	
6A	Window Trim Boards - Thermo Poplar 1 x 6 trim boards	216.0	LF	0.00	3.50	0.00	0.00	756.00	
6A	Wood Siding - Thermo Poplar - build knifes / setup charge	1.0	LS	0.00	350.00	0.00	0.00	350.00	
6A	Wood Siding - Therma Poplar - 1 x 6 shiplap siding	300.0	LF	0.00	3.50	0.00	0.00	1,050.00	
вA	Fasteners and Adhesives	1.0	LS	0.00	250.00	0.00	0.00	250.00	2,984
6B	Scissor Lift - 26' extension	1.0	MD	0.00	0.00	0.00	1,000.00	1,000.00	
6B	Labor to instal sheathing, windows, trim, tyvek and siding	108.0	HRS	0.00	0.00	45.00	0.00	4,860.00	5,860
8A	Demolition of Existing Windows	1.0	LS	00.0	0.00	600.00	0.00	600.00	
8A	Re-installation of Existing Windows	1.0	LS	0.00	0.00	600.00	0.00	600.00	1,200
9A	Seal Siding with Oil Besed Sealer prior to install	516.0	LF	0.00	0.50	0.80	0.00	670.80	
9A	Paint / Caulk Siding with Oil Based Paint after install	516.0	LF	0.00	0.50	1.25	0.00	903.00	1,573
								17,195.00	17,195
		Sales Tax	6.50%					193.96	_ <del>_</del>
	General Liability	insurance	1.15%					197.74	
	Overhead	and Profit	10%					1,891.45	
		BAS	SE BID					19,478.15	

# **Roof Replacement**

## Invoice # 1061



License No.: CCC1326484

Customer

City of Ormond Beach 22 S Beach St Ormond Beach, FL 32174 Project

T.P.O. Re-Roof

Website	Facsimile	Office	Date	Terms
www.aatroofing.com	386.761.4311	386.767.1886	8/15/2017	Due on receipt

Description

Roof Complete per contract #1485

20,719.00

Project Number: 104058-INFRASTRUC-CONSTRUCT

Bin Ron Bill Rose P.O.#20170451





Payments/Credits

\$0.00

All credit card charges are subject to a 3.53% processing fee. Fee is charged by the payment processor, A.A.T. Roofing does not retain any portion of the fee.

Balance Due

\$20,719.00

3each	PAGE: 1 OF 1	EFT NUMBER:	00100523
INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
08/15/2017 1061 ROOF REPAIR			\$20,719.00
	GL#:10457301 - 506503	\$20,719.00	
	INVOICE NUMBER	INVOICE NUMBER  1061  ROOF REPAIRS AT MCDONALD HOUSE	INVOICE NUMBER  1061  ROOF REPAIRS AT MCDONALD HOUSE

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
120	AAT ROOFING LLC	100523	08/25/2017	\$20,719.00



City of Ormond Beach Accounts Payable PO Box 277 Ormond Beach, FL 32175-0277 Vendor Number 120 EFT Date 08/25/2017 EFT Number 100523

\$20,719.00

\*Twenty Thousand Seven Hundred Nineteen Dollars and 00 Cents\*

Pay AAT ROOFING LLC
To the 5629 S RIDGEWOOD AVE
Order Of PORT ORANGE, FL 32127-0000

# **EFT FILE COPY NON-NEGOTIABLE**



B-LL FO

**VENDOR** 

City of Ormond Beach PO Box 277 Ormond Beach, FL 32175-0277 **Purchase Order** 

Fiscal Year 2017

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order#

20170451

Delivery must be made within doors of specified destination.

AAT ROOFING LLC 5629 S RIDGEWOOD AVE PORT ORANGE, FL 32127 Email: TCAAT@BELLSOUTH.NET Fax: 386-761-4311

SH-P FO

Building Maintenance 501 North Orchard Street Ormond Beach, FL 32174

Vendo	Vendor Phone Number Vendor F			r Fax Number	Requisition Number		Deli	Delivery Reference					
38	36-761-2	2830	386	-761-4311	557								
Date O	rdered	Vendor Nu	ımber	Date Require	Freight Met	nod/Terms		Department/L	ocation				
06/22/	2017	120		06/30/2017			PARKS	S AND RECREA	TION SERVICES				
Item#			De	scription/PartN	lo	QTY	UOM	Unit Price	Extended Price				
Repairs at MacDonald house The Above Purchase Order Number MicCorrespondence - Packing Sheets And  1 Remove existing BUR system to clean damaged deck, re-nail existing roof deceated backside shingle tie in, remove sidewal remove existing coping cap, install too tower walls and over top, heat weld all complete detail of work to be performed Commodity Code: 91006		tem to clean wating roof deck nove sidewall to p, install tpo over leat weld all se be performed	-		1.0 EACH	\$20,719.00	\$20,719.00						

# **HVAC** Replacement

FLAIR SERVICE, INC. 935 Alexander Avenue PORT ORANGE, FLORIDA 32129

# INVOICE

(386) 767-3900 (386) 439-0517

CITY OF ORMOND BEACH

501 N ORCHARD STREET ORMOND BEACH, FL 32174 INVOICE Nº 49039 9/18/2017

INVOICE DATE

RE: REQUISITION 00000911-00 MCDONALD HOUSE

OUR ORDER NO.	YOUR ORDER NO	SALESPERSON	TERMS	SHIPPED VIA	E-MAILED SEP	PPD, OR COLL.
CEMENTY	3.		DESCRIPTION		PRICE	2. Ayount
	OUTSIDE	UNIT MODEL:	PUMP SYSTEM 14.0 25HCE460C (COAS X4DNF061 WITH 1 (ISTING	TAL UNIT)		
				po# 2017	0745	
9	TOTAL DI		or choosing Flair	jim Jogg		
de	dulpho	rue	4	Jim Fogg		

0010068	EFT NUMBER:	<b>PAGE</b> : 1 OF 1	City of Ormond Beach	
INVOICE AMOUN		DESCRIPTION	INVOICE NUMBER	INVOICE DATE
\$229.2	·	REPAIR ICEMAKER*SONC	187116	08/30/2017
	\$229.26	GL#:00157203 - 504604		
\$52.0		A/C REPAIR*MACDONALD HOUSE	187586	09/07/2017
	\$52.00	GL#00151901 - 503461		
\$4,570.0	R	REPLACE HVAC UNIT @ SENIOR CENTE	20170648	07/06/2017
	\$4,570.00	GL#:31757303 - 504601		
\$5,250.0	MACDONALD	REPLACE 5 TON HEAT PUMP SYSTEM (	49039	09/18/2017
		HOUSE		
	\$5,250.00	GL#:31757301 - 506503		
\$241.0		REPAIR ICE MAKER*WTP	187123	09/01/2017
	\$241.00	GL#:40153301 - 504604		
\$104.0		ICE MAKER REPAIR*WTP	187119	08/31/2017
	\$104.00	GL#:40153301 - 504604		
\$52.0		A/C REPAIR 501 N ORCHARD	187231	08/22/2017
	\$52.00	GL#:00151901 - 503461		
\$182.0		A/C REPAIR*CASEMENTS	187105	08/23/2017
	\$182.00	GL#:00157301 - 503461		
\$76.5		A/C REPAIR*ART MUSEUM	187104	08/23/2017
	\$76.56	GL#:00157301 - 503461		

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
656	FLAIR SERVICE INC	100681	09/29/2017	\$10,756.82



City of Ormond Beach Accounts Payable PO Box 277 Ormond Beach, FL 32175-0277 Vendor Number 656 EFT Date 09/29/2017 EFT Number 100681

\$10,756.82

\*Ten Thousand Seven Hundred Fifty-six Dollars and 82 Cents\*

Pay FLAIR SERVICE INC To the 935 ALEXANDER AVE Order Of PORT ORANGE, FL 32119-0000

# EFT FILE COPY NON-NEGOTIABLE



B l L

T

City of Ormond Beach PO Box 277 Ormond Beach, FL 32175-0277 Purchase Order

Fiscal Year 2017

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order#

20170745

Delivery must be made within doors of specified destination.

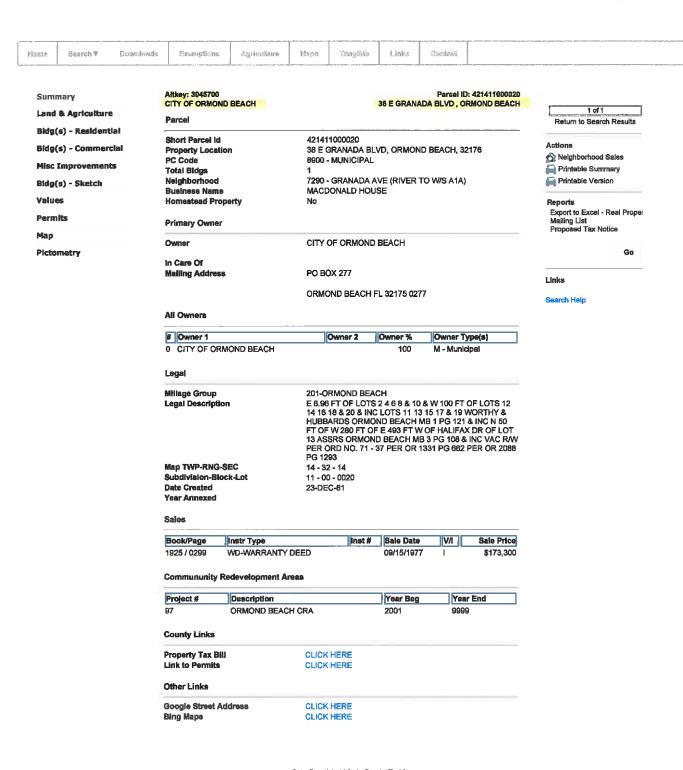
> 世 ス ロ の の の

FLAIR SERVICE INC 935 ALEXANDER AVE PORT ORANGE, FL 32119 Email: CAROLEFLAIR@AOL.COM SH-P TO

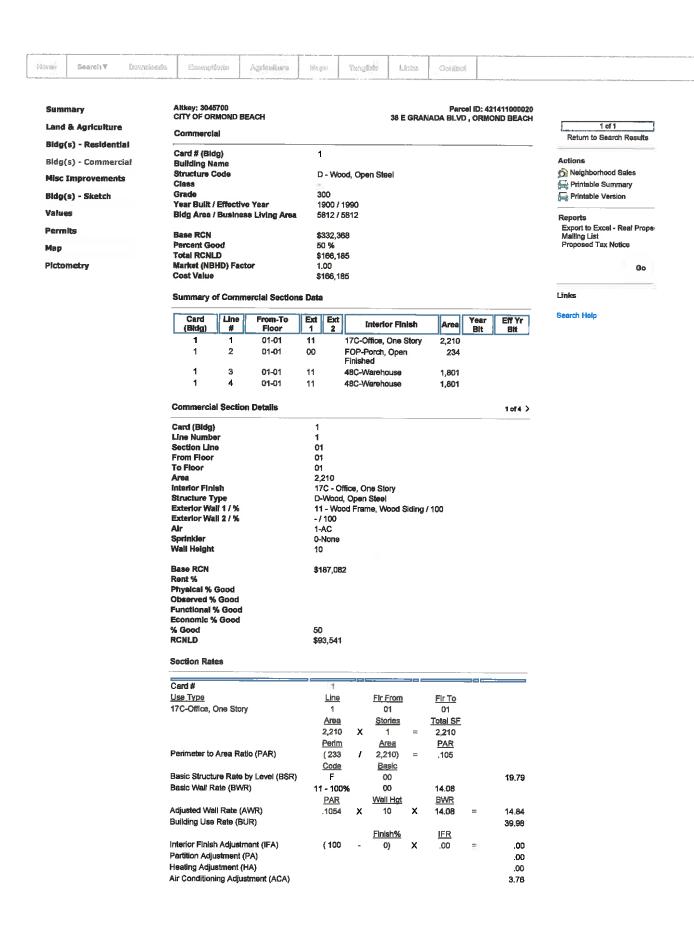
Building Maintenance 501 North Orchard Street Ormond Beach, FL 32174

Vendor Phor	Vendor Phone Number   Vendor		r Fax Number   Requisition Number			Delivery Reference						
904-767	-3900			911								
Date Ordered	Vendor N	ımber	Date Required	Freight Meth			Department/L					
09/18/2017	656		09/13/2017			PARKS	AND RECREA	TION SERVICES				
Item#		De	scription/PartN	0	QTY	MOU	Unit Price	Extended Price				
The Ab Corres 1 Emergi Heat P Necess		e Orde Packing McDoi Unit	r Number Must Sheets And Bi nald House, Re went complete ediately.	Appear On All ills Of Lading place Carrier 5 Ton ly out, not A/C. ing, Ventilating and A ditioning (HVAC)	1.0 Air	EACH	\$5,250.00	\$5,250.00				

19250299 Printed for Lawyers' Title Guaranty Fund, Orlando This instrument was prepared by: PAGE Name Thomas T. Cobb Address P. O. Box 191 Warranty Deed (STATUTORY FORM - SECTION 689.02 F.S.) Daytona Beach, Fl. 32015 March 19 77 , Between This Indenture, Made this day of 1st WILLIAM J. WETHERELL Florida grantor\*, and Volusia , State of of the County of THOMAS J. WETHERELL, S whose post office address is Post Office Box 4288, South Daytona , grantee CO Florida 32021 . State of Volusia of the County of Witnesseth, That said grantor, for and in consideration of the sum of TEN and No/100 - - - Dollars, and other good and valuable considerations to said granter in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit: A portion of Worthy and Hubbard's Addition to the Town of Ormond including vacated Magnolia St. as recorded in Map Book 1, page 121, and a portion of Lot 13, Assessor's Subdivision of Ormond Beach as recorded in Map Book 3, page 108, all in the Public Records of Volusia County, and being more particularly described as follows: From a POINT OF BEGINNING, said point being the northwest corner of the Easterly 56.5 ft. of Lot 20, aforesaid Worthy and Hubbard's Addition, and Lying 213 ft. westerly of the west line of the original 25 ft. street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Ave., a 60-ft. street per aforesaid Worthy and Hubbard's Addition, run thence southerly and parallel to Halifax Drive, a distance of 550 ft. through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue a distance of 280 ft. to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 ft. to a point in the southerly line of Granada Avenue, a distance of 280 ft. to the POINT OF BEGINNING, said parcel containing 3.53 acres, more or less. SUBJECT to a mortgage in favor of ORMOND HOTEL CORPORATION. and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. "Grantor" and "grantee" are used for singular or plural, as confext requires. In Mitness Mherent. Grantor has hereunto set grantor's hand and seal the day and sear first above written. Signed, sealed and delivered in our presence: (Seal) (Seal) (Seal) (Seal) FLORIDA STATE OF COUNTY OF VOLUSIA I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally WILLIAM J. WETHERELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 1st 1977 . My commission expires: 1-15-81 State of Florida at Lat



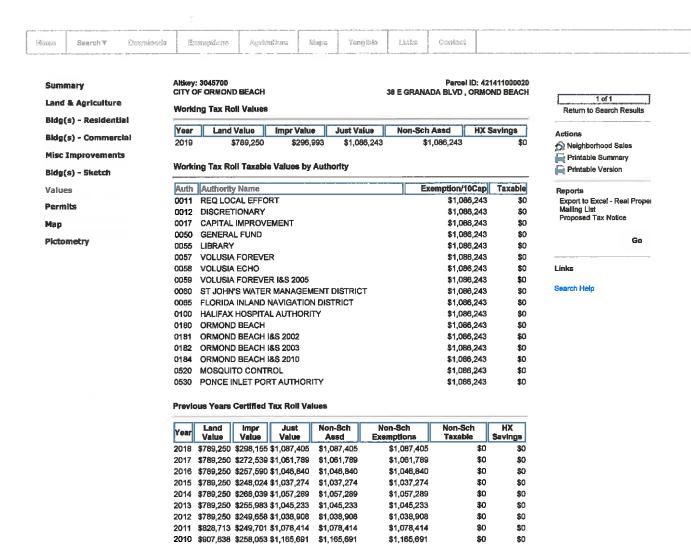
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Plumbing Adjustment (PBA) Lighting Adjustment (LTA) Base Rate	Base Rate		Grade Fac	t	SLF		.00 .00 78.37
Adjusted Base Rate Total Points Rate Before Features	78.37	X		` >	_	=	79,94 1,000 79,94
Section RCN Depreciation	Tble/Mkt		Main RCN 176,662 Observed	+	Fun/Ecn	=	187,082
Total % Good Total Section RCNLD Nbhd Factor	50/	X		× ==		=	.500 93,541 1.000
Card #	1						
<u>Use Type</u> FOP-Porch, Open Finished	<u>Line</u> 2 <u>Area</u>	14	Fir From 01 Stories		Fir To 01 Total SF		
Perimeter to Area Ratio (PAR)	234 <u>Perim</u> ( 0 Code	X	1 <u>Area</u> 234) Basic	-	PAR		
Basic Structure Rate by Level (BSR) Basic Wall Rate (BWR)	00 - %		00 <b>00</b>		.00		
Adjusted Wall Rate (AWR) Building Use Rate (BUR)	<u>PAR</u> .0000	x	Wall Hgt 10	X		*	.00 18.30
Interior Finish Adjustment (IFA) Partition Adjustment (PA) Heating Adjustment (HA) Air Conditioning Adjustment (ACA) Plumbing Adjustment (PBA) Lighting Adjustment (LTA) Base Rate	(100	-	<u>Finish%</u> 0)	×	<u>IFR</u> .00	(#)	00. 00. 00. 00. 00.
	Base Rate		Grade Fact		SLF		
Adjusted Base Rate Total Points Rate Before Features		X	1.02	Х		•	1.000
Section RCN			Main RCN 4,368	+	Features RÇN 0	=	4,368
Depreciation Total % Good Total Section RCNLD	<u>Tble/Mkt</u> 50/	x	Observed	x	Fun/Ecn /	=	.500 2,184
Nbhd Factor		_		. =			1.000
Card #	1						
Use Type 48C-Warehouse	<u>Line</u> 3		Fir From 01		Fir To 01		
400-YYBI BI IOUSE	<u>Area</u> 1,801	×	Stories	=	Total SF 1,801		
Perimeter to Area Ratio (PAR)  Basic Structure Rate by Level (BSR)	( 190 Code F	X	1,801) Basic	=	.106		40.70
Basic Wall Rate (BWR)	11 - 100% <u>PAR</u>	.,	00 00 Wall Hot	.,	14.08 BWR		19.79
Adjusted Wall Rate (AWR) Building Use Rate (BUR)	.1055	х	9 <u>Finish%</u>	х	14.08 <u>IFR</u>	=	13.37 4.06
Interior Finish Adjustment (IFA) Partition Adjustment (PA) Heating Adjustment (HA) Alr Conditioning Adjustment (ACA) Plumbing Adjustment (PBA) Lighting Adjustment (LTA)	(100	-	0)	X	.00	=	.00 .00 .00 3.76
Base Rate	Base Rate		Grade Fact		<u>SLF</u>		.00 40.98
Adjusted Base Rate Total Points Rate Before Features	40.98	Х	1.02	Х	1.00	=	41.80 1.000 41.80
Section RCN			Main RCN 75,281	+	Features RCN 0	=	75 204
Depreciation	<u>Tble/Mkt</u>		Observed	-	Fun/Ecn	_	75,281
Total % Good Total Section RCNLD Nbhd Factor	50/	X		X	1 15	*	.500 37,641 1.000
Card #	:4:	-		-	<del></del>		
Use Type	<u>Line</u>		Fir From		Fir To		

48C-Warehouse	e				01 Stories		01 Total SF		
			1,801	х		=	1,801		
			Perim		Area		PAR		
Perimeter to Are	a Ratio (PAR)		(190	1	1,801)	=	.106		
			Code		Basic				
Basic Structure	Rate by Level	(B\$R)	F		00				19.79
Basic Wall Rate	(BWR)		11 - 100%		00		14.08		
			PAR		Wall Hgt		<u>BWR</u>		
Adjusted Wall R	ate (AWR)		.1055	Х	8	Х	14.08	=	11.88
Building Use Ra	te (BUR)								4.06
					Finish%		<u>IFR</u>		
Interior Finish A	djustment (IFA)	)	(100	-	0)	Х	.00	CFC-	.00
Partition Adjustn	nent (PA)								.00
Heating Adjustm	ient (HA)								.00
Air Conditioning	Adjustment (A	CA)							.00
Plumbing Adjust	ment (PBA)								.00
Lighting Adjustm	ient (LTA)								.00
Base Rate									35.73
			Base Rate		Grade Fact		<u>SLF</u>		
Adjusted Base R	Rate		35.73	Х	1.02	Х	1.00	=	36,45
Total Points									1.000
Rate Before Fea	itures								36.45
					Main RCN	F	eatures RC	N	
Section RCN					65,637	+	0	=	65,637
Depreciation			Tble/Mkt		Observed		Fun/Ecn		
Total % Good			50/	Х		Х	1	=	.500
Total Section RC	NLD								32,819
Nbhd Factor									1.000
Commercial Re	finement Deta	iils		-					
Card (Bldg)	Ref Line #	Code	/Description	1	Meas 1	Mea	s 2 # of	Units	RCN
1	1	BATH2-2	Fix Bath		1		1	1	\$2,554
1	2	BATH3-3	Fix Bath		1		1	2	\$7,662

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#### **SECTION 4: OPERATING FORECAST DETAIL**

#### **4.1 OPERATING FORECAST NARRATIVE**

 Compose a narrative explaining the use of the facility/project and related costs. Narrative should include what staff will be needed, what additional maintenance will be required, what new programs will be added, etc.

Upon completion of all four phases of the project and the opening of the second and third floors of the MacDonald House to the public as exhibit floors, the current 250 square feet of exhibit space will increase to more than 3000 square feet of available exhibit space. This would allow Volusia County residents, as well as visitors, the opportunity to explore the rich history of the area.

The new facility would employ state-of-the-art museum and display concepts designed to engage the public with the new Ormond Beach Museum of History, focusing on vividly telling the story of Ormond Beach with both permanent and rotating exhibits. While some historically significant artifacts will be displayed, OBHS intends to employ the latest museum technology including interactive displays and cell phone apps to maximize access. Exhibits, videos and associated programming will cover Ormond Beach's entire rich history including the first indigenous people; the Spanish and British colonial plantation periods; slavery at the Three Chimneys, the oldest British Sugar Mill and Rum Distillery in what is today the United States; the Seminole and Civil Wars; the post- Civil War New Britain and beachside settlements; the development of modern Ormond Beach including the Hotel Ormond and other remaining landmarks such as the Historic Anderson-Price Memorial Building; the arrival of John D. Rockefeller and other early-20th century socialites who wintered here; the Birthplace of Speed; the role of women (MacDonald House was built for a woman!) and African-Americans in early Ormond Beach; World War II along the coast including WWII Watchtower; post – WWII development. The goal is to tell the complete story of area history and the role and impact of all socio-economic and ethnic groups.

Upon opening of the Museum, OBHS plans to develop additional programs that currently cannot be presented because of limited space. Examples of these include:

- Docent led Ormond Beach History Highlights Tours of the collection/displays as well as self-guided phone or audio tours
- Student Tours and Family Nights
- Heritage Keeper Korner where area residents can record oral histories
- Videos to graphically tell the stories in a limited space
- Rotating exhibits to either cover area history not included in the permanent displays, or to more fully explore specific areas or topics, and the relationship of historical events and people to current social issues
- With increased exhibit space, OBHS will also be able to more effectively partner with other area cultural organizations to coordinate programming for maximum effectiveness across multiple venues

With the opening of the Museum, hours are expected to increase from 25 hours a week to 30 or 35. One additional paid staff person is expected to be added and additional volunteer Museum docents will be recruited.

#### 2.) Provide Business Plan, Feasibility Study and Marketing Plan.

The Ormond Beach Historical Society (OBHS) currently markets its facilities and programs through a variety of print, online, and social media, including a dedicated website (OrmondHistory.org), twice-monthly *History Happenings* e-newsletter (1354 subscribers with 50% open rate), posters at area institutions and businesses, flyers, postcards, rack cards, advertisements in local newspapers, Facebook, Instagram, Twitter, and multiple area visitor information (i.e. Daytona Convention & Visitors Bureau, Ormond Chamber of Commerce, Ormond Main Street), and media websites (i.e. Daytona News-Journal, Ormond Magazine, Ormond Observer, Hometown News). With the opening of the Ormond Beach Museum of History at the MacDonald House, new graphics and logos will be developed for print and online advertising. OBHS also plans to expand marketing beyond the local area to include state and national websites and platforms.

Partnerships and collaborations will be an important part of the Museum's plans. Collective partnerships help showcase the Museum as well as add a stronger presence to its programs. These include: Tomoka State Park with the presentation of Old Florida Plantation Tours; Friends of the Hillside Cemetery and Pilgrims Rest Cemetery where re-enactors tell stories in period costume; ECHO Rangers program in cooperation with Volusia County, The Casements and Ormond Memorial Art Museum & Gardens; Starry, Starry Night Gallery Walk utilizing Museum Row on Granada Boulevard with The Casements, Ormond Main Street, and Ormond Memorial Art Museum & Gardens for an evening of art and music; So Long Summer Sip & Stroll, a fundraiser presented with Ormond Main Street and local downtown restaurants. Festivals and events staged by Ormond Beach civic and cultural organization partners, as well as at all OBHS programs, including its Speaker Series, which attracts over 100 participants at monthly presentations, will present another opportunity to promote the Museum and its programming. In fact, at all of these events, the Museum will be advertised and marketed.

One of the main Museum goals will be to raise awareness of the City's core historical facilities: MacDonald House, Historic Anderson-Price Memorial Building, Three Chimneys Archaeology Site, Hotel Ormond Cupola, Pilgrims Rest Primitive Baptist Church, Historic New Bethel A.M.E. Church, the entire downtown historic district, as well as many others.

The MacDonald House currently serves as the City's Welcome Center and will continue to do so during the renovation and after the completion of the Ormond Beach Museum of History. Not only does the MacDonald House serve as a Welcome Center, it also provides rotating exhibitions (curated from Ormond Beach history), a small theater with videos of Ormond Beach History, and serves as an information center about cultural events in the area for residents and visitors alike. The Welcome Center function will serve as an important component of the marketing plan as a means of drawing out-of-town visitors to both the Ormond Beach Museum of History and to the entire Museum Row.

OBHS plans include a significant grand opening celebration with activities planned throughout the first year to introduce the new facility to both City and County residents. These will include sneak-preview events during construction, grand opening ceremonies and celebrations, special "inside the industry" tours aimed at area cultural organization staffs, teacher tours, and special student tours.

# 3.) List a fee schedule or state "No fees will be charged" (schedule should include members, non-members, reduced prices, etc.)

The Ormond Beach Historical Society is the only private, non-profit organization working to preserve and share the diverse history of Ormond Beach and it offers memberships to its supporters as follows: Individuals \$30; family \$50; small businesses and non-profits \$65; businesses \$100; heritage members \$100; life members \$1,000. These memberships, along with grants, fundraising and donations support annual operations. The fees for current programming vary by activity, but are uniform for all residents of Volusia County.

Members of the Society generally receive a 10% discount on programs. Children's programs (i.e. Dirt Detectives, Christmas at the Anderson-Price, Timucuan Pottery) are either free to all or have a low fee (i.e. \$2). Programs such as the annual Plantation Tours and Cemetery Tours have a uniform fee with discounts for members and children, and the revenue is shared with partner organizations (i.e. Tomoka State Park). The highly successful long running Speaker Series, which provides 8-9 programs on Florida history and culture each year, is free to all residents. Currently, the MacDonald House Welcome Center and Museum is free of charge for residents and visitors. The tentative fee schedule for the new Ormond Beach Museum of History would be: adults \$7.00; seniors (over 65 years) and active duty military \$5.00; children under 18 years free; and, free to OBHS members. The intent is to keep fees as reasonable as possible and any fees charged will be uniform for all Volusia County residents.

**4.)** Describe Maintenance and Replacement Plan (including fund source and depreciation plan). The City of Ormond Beach Leisure Services Department plans for the maintenance and repair of all City facilities through its annual budgeting process.

### **4.2 FISCAL STABILITY**

#### 1.) Fill out Form 4.2 Business Information.

4.2	BUSINESS INF	ORMATION		
Operational funding for this organization	Prior Completed FY 18 - 19	Current FY 19 - 20	Projected FY 20 – 21	Next Projected FY 21 - 22
Fundraising, Memberships, Donations, etc.	138,071	138,723	239,818	263,799
County Grant(s)/Funds (other than ECHO)	13,993	14,344	14,344	15,778
Grant(s)/Funds - other (non county)	26,644	22,921	22,921	25,213
Cash Donations	1,038	740	740	814
TOTALS	179,746	176,728	277,823	305,604
Administrative Costs	12,143	16,880	12,665	13,932
Program Costs	67,051	55,725	53,051	58,356
<b>Educational &amp; Educational Outreach Programs</b>	16,304	17,900	18,085	19,893
Contractor Services (for this project)	0.00	5,911	0.00	0.00
Marketing & Advertising	7,886	12,306	10,111	11,122
Payroll Total Expense	62,829	73,342	124,042	136,446
TOTALS	166,213	182,064	217,954	239,749
Number of Full-time Employees	1	1	2	2
Number of Part-time Employees	1	2	2	2
Volunteer Hours	8,339	10,504	9,000	10,000
Value of Volunteer Hours (@\$20 / hr.)	166,780	210,080	180,000	200,000
TOTALS	512,739	568,872	675,777	745,353

2.) Has this organization defaulted on any grant in the past five years? If so, please explain.

The City of Ormond Beach has not defaulted on any grants.

#### **4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES**

1.) Insert the appropriate required documents listed in the Application Guide on page 31 & 32. (Pages 138-147)

#### **SECTION 5: SUPPORTING DOCUMENTS**

#### **NOT FOR PROFIT ONLY:**

- 1.) Attach official IRS letter granting Not-for-Profit 501(c)(3) status in Florida. (OBHS Page 148)
- 2.) Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.

#### **UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:**

1.) Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects. (Pages 149-177)

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1-4.

# **Attachments**

Financial Documents	
Basic Financial Statement	138-143
Management Letter	144-145
Opinion Letter	146
Response Letter	147
IRS Letter Granting Not-for-Profit 501(c)(3) Status in Florida (Ormond Beach Historical Society)	148
Unrestrictive Ownership Documentation	
Warranty Deed	149
Abstract of Title	150-177

#### CITY OF ORMOND BEACH, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2018

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash and investments	\$ 27,129,107	\$ 8,908,762	\$ 36,037,869
Receivables, net	2,118,305	2,924,300	5,042,605
Internal balances	1,394,345	(1,394,345)	5,042,005
Due from other governments	3,012,523	2,510,160	5,522,683
Inventories	165,480	17,000	182,480
Prepaids	9,740	17,000	9,740
Restricted assets:	7,740	_	7,740
Equity in pooled cash	27,693	14,688,270	14,715,963
Capital assets:	21,073	14,000,270	14,713,703
Capital assets, not being depreciated	46,143,573	5,338,086	51,481,659
Other capital assets, not being depreciated	72,350,034	94,019,111	166,369,145
Total assets	\$ 152,350,800	\$ 127,011,344	\$ 279,362,144
Total assets	\$ 132,330,800	\$ 127,011,344	\$ 279,302,144
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	\$ 1,246,835	\$ -	\$ 1,246,835
Deferred outflows related to OPEB	506,013	109,643	615,656
Total deferred outflows	\$ 1,752,848	\$ 109,643	\$ 1,862,491
LIABILITIES			
Accounts payable and accrued liabilities	\$ 2,928,607	\$ 1,256,824	\$ 4,185,431
Customer deposits	27,693	939,338	967,031
Unearned revenue	67,249	-	67,249
Accrued interest payable	51,425	117,371	168,796
Due to fiduciary funds	395,960	117,371	395,960
Noncurrent liabilities:	393,900	-	393,900
	2 162 166	4 420 771	7 901 027
Due within one year	3,462,166	4,429,771	7,891,937
Due in more than one year	7,719,660	33,825,867	41,545,527
Total OPEB liability	4,608,200	1,009,131	5,617,331
Net pension liability	23,597,968	1,913,109	25,511,077
Total liabilities	\$ 42,858,928	\$ 43,491,411	\$ 86,350,339
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	\$ 5,431,898	\$ 912,006	\$ 6,343,904
Deferred inflows related to OPEB	281,721	61,043	342,764
Total deferred inflows	\$ 5,713,619	\$ 973,049	\$ 6,686,668
NET POSITION			
Net investment in capital assets	\$ 111,269,813	\$ 63,072,808	\$ 174,342,621
Restricted for:	Ψ 111,200,013	Ψ 03,072,000	Ψ 17 1,3 12,021
Debt service	196,422	2,524,007	2,720,429
Construction	1,420,736	10,963,295	12,384,031
Renewal and replacement	1,420,730	400,000	400,000
Transportation	2,900,167		2,900,167
Redevelopment trust	1,796,774	_	1,796,774
Stormwater drainage	6,854,590	<del>-</del>	6,854,590
Other purposes	296,217	-	296,217
Unrestricted	(19,203,618)	5,696,417	(13,507,201)
	\$ 105,531,101		\$ 188,187,628
Total net position	\$ 105,551,101	\$ 82,656,527	φ 100,187,028

The accompanying notes to financial statements are an integral part of this statement.

#### CITY OF ORMOND BEACH, FLORIDA STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2018

Net (Expense) Revenue and

			Program F	Revenues			Changes in Net Position					
Functions/Programs	Expenses	Charges for Services	Opera Grants Contrib	and	G	Capital Frants and ntributions	Governm Activit			Business-type Activities		Total
Governmental activities:												
General government	\$ 5,254,704	\$ 134,000	\$	48,849	\$	237,653	\$ (4,83	34,202)	\$	-	\$	(4,834,202)
Public safety	16,930,543	167,120	1	03,271		3,829	(16,65	6,323)		-		(16,656,323)
Public works	8,783,161	4,847,403	2,1	20,142		1,052,532	`	53,084)		-		(763,084)
Human services	612,150	-		-		-		2,150)		-		(612,150)
Culture and recreation	8,059,138	814,386		-		11,592	` '	3,160)		-		(7,233,160)
Economic development	337,035	-		-		-	,	37,035)		-		(337,035)
Interest on long-term debt	216,929			-		-		6,929)				(216,929)
Total governmental activities	40,193,660	5,962,909	2,2	72,262		1,305,606	(30,65	52,883)				(30,652,883)
Business-type activities:												
Water and sewer	18,768,261	19,698,227	7	10,410		883,960		-		2,524,336		2,524,336
Solid waste	9,374,650	6,972,910	3,1	93,083		-		-		791,343		791,343
Total business-type activities	28,142,911	26,671,137	3,9	03,493		883,960		-		3,315,679		3,315,679
Total primary government	\$ 68,336,571	\$ 32,634,046	\$ 6,1	75,755	\$	2,189,566	(30,65	52,883)		3,315,679		(27,337,204)
	General revenues:											
	Property taxes						14,24	8,384		-		14,248,384
	Sales taxes						2,34	8,889		-		2,348,889
	Insurance premi						67	4,397		-		674,397
	Franchise and ut	ility taxes					8,82	24,721		-		8,824,721
		rgovernmental reve	nue					9,065		-		1,559,065
		nancing revenues						8,521		-		748,521
	Interest revenue							7,326		211,704		389,030
	Miscellaneous re	evenues						39,654		32,844		722,498
	Transfers							53,504		(3,063,504)		
	Total general rev	enues and transfers					32,33	34,461		(2,818,956)		29,515,505
	Change in net posi	tion					1,68	31,578		496,723		2,178,301
	Net position - beg	inning of year					103,84	9,523		82,159,804		186,009,327
	Net position - end	ling of year					\$ 105,53	31,101	\$	82,656,527	\$	188,187,628

The accompanying notes to financial statements are an integral part of this statement.

#### CITY OF ORMOND BEACH, FLORIDA COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS SEPTEMBER 30, 2018

				Special Rev	enue Funds				Debt Serv	vice Funds
	Stormwater Drainage Utility	Municipal Airport	Local Law Enforcement Trust	Federal Law Enforcement Trust	Pension Contribution Pass Thru Fund	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation
ASSETS  Equity in pooled cash Receivables, net Due from other governments Total assets	\$ 6,845,472 317,669 17,368 \$ 7,180,509	\$ 86,295 29,995 62,483 \$ 178,773	\$ 222,894 171 - \$ 223,065	\$ 5,936 5 - \$ 5,941	\$ - - 384,013 \$ 384,013	\$ 348,821 268 - \$ 349,089	\$ 788,028 214 481,303 \$ 1,269,545	\$ 8,297,446 348,322 945,167 \$ 9,590,935	\$ 768,572 - - \$ 768,572	\$ 133,125 1,220 - \$ 134,345
LIABILITIES  Accounts payable and accrued liabilities  Unearned revenue  Due to other funds  Advances from other funds  Total liabilities	\$ 325,919 - - - 325,919	\$ 8,190 - - 500,000 508,190	\$ - - - -	\$ - - - -	\$ - 384,013 - 384,013	\$ - - - -	\$ 572,278 - - - 572,278	\$ 906,387 - 384,013 500,000 1,790,400	\$ - - - -	\$ - - - -
DEFERRED INFLOWS OF RESOURCES Unavailable revenue - property taxes										1,197
FUND BALANCES  Restricted for: Stormwater drainage Law enforcement Debt service Transportation Impact fees Committed to: Recreational facilities Assigned to: Recreational facilities Grants Debt service Capital projects Unassigned	6,854,590 - - - - - - - - -	- - - - - - - (329,417)	223,065 - - - - - - - -	5,941	- - - - - - -	- - - - - 349,089 - - - -	- - - - - - 697,267 - -	6,854,590 229,006 - - - 349,089 - 697,267 - - (329,417)	- - - - - - 768,572	- 133,148 - - - - - - -
Total fund balances	6,854,590	(329,417)	223,065	5,941	-	349,089	697,267	7,800,535	768,572	133,148
Total liabilities, deferred outflows, and fund balance	\$ 7,180,509	\$ 178,773	\$ 223,065	\$ 5,941	\$ 384,013	\$ 349,089	\$ 1,269,545	\$ 9,590,935	\$ 768,572	\$ 134,345

#### CITY OF ORMOND BEACH, FLORIDA COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS SEPTEMBER 30, 2018

	Debt Ser	vice Funds					Capital Pro	ojects Funds				
2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total	General Improvements	Equipment Renewal and Replacement	Transportation Improvements	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Total	Total Nonmajor Governmental Funds
\$ 76,261 514 - \$ 76,775	\$ 9,688 - - \$ 9,688	\$ 38,398 1,554 - \$ 39,952	\$ 1,026,044 3,288 - \$ 1,029,332	\$ 994,134 909 110,234 \$ 1,105,277	\$ 463,541 902 - \$ 464,443	\$ 2,711,592 3,692 208,010 \$ 2,923,294	\$ 131,843 493 - \$ 132,336	\$ 872,863 671 - \$ 873,534	\$ 414,548 318 - \$ 414,866	\$ 631,557 2,308 91,439 \$ 725,304	\$ 6,220,078 9,293 409,683 \$ 6,639,054	\$15,543,568 360,903 1,354,850 \$17,259,321
\$ - - - -	\$ - - - -	\$ - - - -	\$ - - - -	\$ 9,398 - 273,673 - 283,071	\$ 725 - - - - 725	\$ 21,676 - - - 21,676	\$ - - - -	\$ - - - -	\$ - - - -	\$ 49,866 - - - - 49,866	\$ 81,665 	\$ 988,052 - 657,686 500,000 2,145,738
504	·	1,524	3,225	1,162	657	1,451				1,451	4,721	7,946
- - 76,271 - -	- - - -	38,428	- 247,847 - -	- - - -	- - - -	2,900,167	- - - 132,336	- - - 873,534	- - - - 414,866	- - - -	2,900,167 1,420,736	6,854,590 229,006 247,847 2,900,167 1,420,736
-	-	-	-	-	-	_	-	-	-	-	-	349,089
- - - - - 76,271	9,688 - - - - 9,688	38,428	778,260	821,044 	463,061 - 463,061	2,900,167	132,336	- - - - 873,534	- - - - 414,866	673,987 - - - - - 673,987	673,987 - - 1,284,105 - - 6,278,995	673,987 697,267 778,260 1,284,105 (329,417) 15,105,637
\$ 76,775	\$ 9,688	\$ 39,952	\$ 1,029,332	\$ 1,105,277	\$ 464,443	\$ 2,923,294	\$ 132,336	\$ 873,534	\$ 414,866	\$ 725,304	\$ 6,639,054	\$17,259,321

#### CITY OF ORMOND BEACH, FLORIDA COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE NONMAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2018

				Special Reve	nue Funds				Debt Ser	vice Funds
DEVENUES	Stormwater Drainage Utility	Municipal Airport	Local Law Enforcement Trust	Federal Law Enforcement Trust	Pension Contribution PassThru Fund	Public Recreational Facility Use Fee	Grants	Total	Financing	2002 General Obligation
REVENUES Taxes	\$ -	\$ -	¢	s -	\$ 674,397	\$ -	\$ -	\$ 674,397	\$ -	\$ 293,877
Intergovernmental	970	331,226	Ф -	Ф -	\$ 074,397	φ -	э 624,682	956,878	<b>5</b> -	\$ 293,677
Charges for services	2,873,187	331,220	_	_	_	_	024,002	2,873,187	_	-
Fines and forfeitures	2,073,107	_	21,727	_	_	_	_	21,727	_	_
Miscellaneous	52,574	202,662	1,736	101	_	51,726	2,165	310,964	_	_
Total revenues	2,926,731	533,888	23,463	101	674,397	51,726	626,847	4,837,153	-	293,877
EXPENDITURES										
Current:										
General government	-	-	-	-	-	-	48,849	48,849	-	-
Public safety	-	-	-	_	674,397	_	_	674,397	-	-
Public works	1,172,501	250,287	-	-	-	-	-	1,422,788	-	-
Culture and recreation	-	-	-	-	-	30,424	15,394	45,818	-	-
Human services	-	-	-	-	-	-	22,213	22,213	-	-
Capital improvements	714,446	315,561	-	-	-	-	710,219	1,740,226	-	-
Debt service:										
Principal	-	-	-	-	-	-	-	-	596,195	250,000
Interest		-		-	-		-	-	33,115	25,153
Total expenditures	1,886,947	565,848	-	-	674,397	30,424	796,675	3,954,291	629,310	275,153
Excess (deficiency) of revenues over										
expenditures	1,039,784	(31,960)	23,463	101	-	21,302	(169,828)	882,862	(629,310)	18,724
Other financing sources (uses)										
Transfers in	-	186,984	-	-	-	-	510,000	696,984	630,288	-
Transfers out	(197,112)	(12,384)			-	-		(209,496)		
Total other financing sources (uses)	(197,112)	174,600	-	-	-	-	510,000	487,488	630,288	-
Net change in fund balances	842,672	142,640	23,463	101	-	21,302	340,172	1,370,350	978	18,724
Fund balances, beginning of year	6,011,918	(472,057)	199,602	5,840	-	327,787	357,095	6,430,185	767,594	114,424
Fund balances, end of year	\$ 6,854,590	\$ (329,417)	\$ 223,065	\$ 5,941	\$ -	\$ 349,089	\$ 697,267	\$ 7,800,535	\$ 768,572	\$ 133,148

#### CITY OF ORMOND BEACH, FLORIDA COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE NONMAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Debt Ser	vice Funds		Capital Projects Funds								
2003 General Obligation	2005 Capital Improvement Note	2010 General Obligation	Total	General Improvements	Equipment Renewal and Replacement	Transportation Improvement	Recreational Facility Impact Fee	Local Roads Impact Fee	Stormwater Drainage Impact Fee	Facilities Renewal and Replacement	Total	Total Nonmajor Governmental Funds
\$ 123,650	\$ -	\$ 373,326	\$ 790,853	\$ 405,280	\$ 226,584	\$ 1,809,554	\$ -	\$ -	\$ -	\$ 506,330	\$ 2,947,748	\$ 4,412,998
-	-	-	-	68,883	-	51,678	-	-	-	891	121,452	1,078,330
-	-	-	-	-	-	-	-	-	-	-	-	2,873,187
-	-	-	-	-	-	-	-	-	-	-	-	21,727
_				513,294	33,858	22,082	130,500	84,045	36,589	8,145	828,513	1,139,477
123,650		373,326	790,853	987,457	260,442	1,883,314	130,500	84,045	36,589	515,366	3,897,713	9,525,719
-	-	-	-	-	-	-	-	-	-	-	-	48,849
-	-	-	-	-	-	-	-	-	-	10,420	10,420	684,817
-	-	-	-	36,803	-	91,111	-	-	-	35,807	163,721	1,586,509
	-	-	-	-	-	-	-	-	-	179,758	179,758	225,576
-	-	-	-	-	-	-	-	-	-	-	-	22,213
-	-	-	-	2,162,581	727,578	296,081	-	-	-	125,497	3,311,737	5,051,963
95,000	121,000	240,000	1,302,195	-	-	-	-	-	-	-	-	1,302,195
15,851	35,787	118,317	228,223									228,223
110,851	156,787	358,317	1,530,418	2,199,384	727,578	387,192	-	-	-	351,482	3,665,636	9,150,345
12,799	(156,787)	15,009	(739,565)	(1,211,927)	(467,136)	1,496,122	130,500	84,045	36,589	163,884	232,077	375,374
_	159,996	-	790,284	1,273,904	177,700	-	-	-	_	-	1,451,604	2,938,872
_	-	-	-	(18,228)	-	(685,824)	(510,000)	-	_	-	(1,214,052)	(1,423,548)
-	159,996	-	790,284	1,255,676	177,700	(685,824)	(510,000)	-	-	-	237,552	1,515,324
12,799	3,209	15,009	50,719	43,749	(289,436)	810,298	(379,500)	84,045	36,589	163,884	469,629	1,890,698
63,472	6,479	23,419	975,388	777,295	752,497	2,089,869	511,836	789,489	378,277	510,103	5,809,366	13,214,939
\$ 76,271	\$ 9,688	\$ 38,428	\$ 1,026,107	\$ 821,044	\$ 463,061	\$ 2,900,167	\$ 132,336	\$ 873,534	\$ 414,866	\$ 673,987	\$ 6,278,995	\$ 15,105,637



#### INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

To the Honorable Mayor, City Commission, and City Manager, City of Ormond Beach, Florida:

#### **Report on the Financial Statements**

We have audited the basic financial statements of the City of Ormond Beach, Florida (the City), as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated February 12, 2019.

#### **Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance); and Chapter 10.550, Rules of the Florida Auditor General.

#### **Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants' Examination Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated February 12, 2019, should be considered in conjunction with this management letter.

#### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No uncorrected findings exist from the second preceding audit. There were no findings or recommendations made in the preceding annual financial audit report.

#### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Ormond Beach, Florida was created and reestablished as a municipal government when its present charter was approved by the voters at a general referendum in 1931 and by the Laws of Florida 14622 and the Act of 1929. Also see note 1(b) to the financial statements.

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Telephone: 850-386-6184

#### **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we had one related finding:

**2018-001 Budgetary Compliance:** During our testing of budget versus actual expenditures, we noted the City was out of budgetary compliance in the Equipment Renewal and Replacement fund as actual expenditures in the exceeded the fund's budget by approximately \$123,000. This occurred primarily as a result of a capital expenditure that was financed by debt as approved and budgeted for during the prior year, but when the purchase was delayed to the current year, the budget was not amended. To ensure budgetary compliance, we recommend the City review the budget versus actual amounts for all funds on an ongoing basis and amend the budget for all impacted funds as part of significant transactions subsequent to the adoption of the initial budget.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and the City Commission, and is not intended to be and should not be used by anyone other than these specified parties.

James Maore : 6., P.L.

Daytona Beach, Florida February 12, 2019



#### INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor, City Commission, and City Manager, City of Ormond Beach, Florida:

We have examined the City of Ormond Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2018. The City of Ormond Beach's management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2018, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the City of Ormond Beach, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

Daytona Beach, Florida February 12, 2019 James Maore : Co., P.L.





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

#### SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

N/A as there were no prior year audit findings.

#### MANAGEMENT'S RESPONSE TO CURRENT YEAR FINDINGS

**2018-001 Budgetary Compliance**— Management concurs with comment. The Finance Department will review all future lease purchases to ensure they are properly recorded in all impacted funds in the proper period.

#### Internal Revenue Service

Date: July 19, 2005

ORMOND BEACH HISTORICAL TRUST INC 38 E GRANADA BLVD ORMOND BEACH FL 32174-0000 Department of the Treasury P. O. Box 2508 Cincinnati, OH 45201

**Person to Contact:** 

Richard E. Owens 31-07974 Customer Service Representative

Toll Free Telephone Number:

8:30 a.m. to 5:30 p.m. ET 877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

51-0199398

#### Dear Sir or Madam:

This is in response to your request of July 19, 2005, regarding your organization's taxexempt status.

In April 1979 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

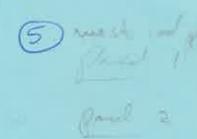
Sincerely,

Jana K. Skufer

Janna K. Skufca, Director, TE/GE Customer Account Services

19250299 Printed for Lawyers' Title Guaranty Fund, Orlando This instrument was prepared by: PAGE Name Thomas T. Cobb Address P. O. Box 191 Warranty Deed (STATUTORY FORM - SECTION 689.02 F.S.) Daytona Beach, Fl. 32015 March 19 77 , Between This Indenture, Made this day of 1st WILLIAM J. WETHERELL Florida grantor\*, and Volusia , State of of the County of THOMAS J. WETHERELL, S whose post office address is Post Office Box 4288, South Daytona , grantee CO Florida 32021 . State of Volusia of the County of Witnesseth, That said grantor, for and in consideration of the sum of TEN and No/100 - - - Dollars, and other good and valuable considerations to said granter in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit: A portion of Worthy and Hubbard's Addition to the Town of Ormond including vacated Magnolia St. as recorded in Map Book 1, page 121, and a portion of Lot 13, Assessor's Subdivision of Ormond Beach as recorded in Map Book 3, page 108, all in the Public Records of Volusia County, and being more particularly described as follows: From a POINT OF BEGINNING, said point being the northwest corner of the Easterly 56.5 ft. of Lot 20, aforesaid Worthy and Hubbard's Addition, and Lying 213 ft. westerly of the west line of the original 25 ft. street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Ave., a 60-ft. street per aforesaid Worthy and Hubbard's Addition, run thence southerly and parallel to Halifax Drive, a distance of 550 ft. through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue a distance of 280 ft. to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 ft. to a point in the southerly line of Granada Avenue, a distance of 280 ft. to the POINT OF BEGINNING, said parcel containing 3.53 acres, more or less. SUBJECT to a mortgage in favor of ORMOND HOTEL CORPORATION. and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. "Grantor" and "grantee" are used for singular or plural, as confext requires. In Mitness Mherent. Grantor has hereunto set grantor's hand and seal the day and sear first above written. Signed, sealed and delivered in our presence: (Seal) (Seal) (Seal) (Seal) FLORIDA STATE OF COUNTY OF VOLUSIA I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally WILLIAM J. WETHERELL, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 1st 1977 . My commission expires: 1-15-81 State of Florida at Lat

222 351 216,680 209,333



### ABSTRACT OF TITLE

TO

THE FOLLOWING LANDS IN VOLUSIA COUNTY, FLORIDA

Parcel 1: W 100° of Lot 20, Worthy & Hubbard's Add. to Ormand, MB 1, pg 121

Parcel 2: Part of Lot 13, Assessor's Ormand Bch. MB 3 pg 108

Parcel 3: A portion of Worthy and Hubbard's Add to Ormond, including vacated Magnolia St, MB l p 121.

(For complete descriptions see Schedule "A")

PREPARED BY

### LAWYERS' TITLE SERVICES, INC.

VOLUSIA COUNTY BRANCH

240 N. Ridgewood Avenue Daytona Beach, Florida 32014 Telephone (904) 252-7626

124 Canal Street New Smyrna Beach, Florida 32069 Telephone (904) 428-2581



No.	209,333

#### **ABSTRACT OF TITLE**

To

The following described real estate, situate, lying and being in the County of Volusia, State of Florida, to-wit:

FOR COMPLETE CAPTION DESCRIPTION SEE SCHEDULE "A"

This search covers that period of time extending from September 26, 1977 at 5:00 P.M., to and including April 6, 1978 at 5:00 P.M.

Prepared for

COBB, COLE, McCOY, ABRAHAM, BELL, BOND, MONACO & KANEY Attorneys at Law

BY

LAWYERS' TITLE SERVICES, INC.
VOLUSIA COUNTY BRANCH

#### SCHEDULE "A"

- PARCEL 1: The West One hundred (100) feet of LOT TWENTY (20), WORTHY and HUBBARD'S ADDITION to the Town of Ormond, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida.
- PARCEL 2: The North Fifty (50) feet of the West Two hundred eighty (280) feet of the East Four hundred ninety-three (493) feet West of Halifax Drive of LOT THIRTEEN (13), ASSESSOR'S ORMOND BEACH, according to the map or plat thereof as recorded in Map Book Three (3), page One hundred eight (108), Public Records of Volusia County, Florida.
- PARCEL 3: A portion of WORTHY and HUBBARD'S ADDITION to the Town of Ormond including vacated Magnolia Street, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida, being more particularly described as follows:

From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 18 aforesaid Worthy and Hubbard's Addition, and lying 213 feet Westerly of Halifax Drive, a 60 foot street as established, as measured along the Southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence Southerly and parallel to Halifax Drive, a distance of 400 feet to a point; thence Westerly along the Southerly line of aforesaid Worthy and Hubbard's Addition, a distance of 280 feet to a point; thence Northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 500 feet to a point in the Southerly line of Granada Avenue; thence Easterly along said Southerly line of Granada Avenue, a distance of 180 feet to the Northwest corner of Lot 20, thence South 100 feet to the North line of Lot 18, thence East 100 feet to the Point of Beginning.

The following legal description is the total aggregate of the above three parcels:

A portion of WORTHY and HUBBARD'S ADDITION to the Town of Ormond including vacated Magnolia Street, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida and a portion of LOT THIRTEEN (13), ASSESSOR'S SUBDIVISION of Ormond Beach, according to the map or plat thereof as recorded in Map Book Three (3), page One hundred eight (108), Public Records of Volusia County, Florida and being more particularly described as follows:

From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 20 aforesaid Worthy and Hubbard's Addition, and lying 213. feet westerly of the west line of the original 25 foot street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence southerly and parallel to Halifax Drive, a distance of 550 feet through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue, a distance of 280 feet to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 feet to a point in the southerly line of Granada Avenue; thence easterly along said southerly line of Granada Avenue, a distance of 280 feet to the Point of Beginning, said parcel containing 3.53 acres more or less.

BOOK PAGE

KNOW ALL MEN BY THESE PRESENTS:

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075659

That we,

SEARS BANK AND TRUST COMPANY AS TRUSTEE OF THE THOMAS TO WETHERELL TRUST DATED AUGUST 30, 1972, A/K/A TRUST NUMBER 122329 , party

of the first part, in consideration of the sum of

and other valuable considerations, received from or on behalf of THOMAS J. WETHERELL , party

of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain mortgage bearing date the 30th day of December A.D. 1975 made by

WILLIAM J. WETHERELL

in favor of THOMAS J. WETHERELL and recorded in Official Records Book 1813, page 1628, public records of Volusia County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

A portion of Worthy and Hubbard's Addition to the Town of Ormond including vacated Magnolia St. as recorded in Map Book 1, Page 121, and a portion of Lot 13, Assessor's Subdivision of Ormond Beach as recorded in Map Book 3, Page 108, all in the Public Records of Volusia County, Plorida, and being more particularly described as follows:

From a POINT OF BEGINNING, said point being the northwest corner of the easterly 56.5 ft. of Lot 20, aforesaid Worthy and Hubbard's Addition, and lying 213 ft. westerly of the west line of the original 25 ft. street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Avenue, a 60 ft. street per aforesaid Worthy and Hubbard's Addition, run thence Boutherly and parallel to Halifax Drive, a distance of 550 ft. through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue a distance of 280 ft. to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 ft. to a point in the southerly line of Granada Avenue, a distance of 280 ft. to the POINT OF BEGINNING, said parcel containing 3.53 acres more or less.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon, with interest from the 30th day of Docember, 1975.

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this 24th day of May, A.D., 1977.

Signed, sealed and delivered in presence of:

The of Marine

L.S.

SEARS BANK AND TRUST COMPANY AS TRUSTEE OF THE THOMAS J. WETHERELL, TRUST DATED AUGUST 30, 1972, A/K/A TRUST NUMBER 122329

Fund Martin

ASSISTANT VICE PRESIDENT

ATTEST: TOUGH L. SILLINGE.

This instrument was prepared by Sears Bank and Trust Company, Sears Tower, Thicago, 111. 60606.

### 1 9 4 2 0003 BOOK PAGE

STATE OF ILLINOIS SS.
COUNTY OF COOK
I, William G. Romaniuk
in and for said County, in the State aforesaid, DO HEREBY CERTIFY
that Jean Wehrly Hogston personally known to me to be the
Assistant Vice President of the Sears Bank and Trust Company .
a corporation, and
known to me to be theAssistant Secretary of said corporation,
and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day
in person and severally acknowledged that as such Asst. Vice
President and Assistant Secretary, they signed and delivered
the said instrument as Asst. Vice President and
Assistant Secretary of said corporation, and caused the
corporate seal of said corporation to be affixed thereto, pursuant
to authority given by the Board of Directors of said corpora-
tion, as their free and voluntary act, and as the free and voluntary
act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and my seal this 344 day of
may 1972.
William Co. Conamus

u<sup>c.c</sup>

## Satisfaction of Mortgage

Know All Men By These Presents: The COMMERCIAL BANK AT DAYTONA BEACH

(now SUN BANK OF VOLUSIA COUNTY),

a corporation existing under the laws of the State of . Florida the owner and holder of a certain mortgage deed executed by ORMOND HOTEL CASEMENTS, INC.

COMMERCIAL BANK AT DAYTONA BEACH

, A.D. 19 65, recorded in Official Records bearing date the 31 day of Book 698 page 47 in the office of the Clork of the Circuit Court of Volusia County State of Florida, securing a certain pole in the principal sum of EIGHTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100-----Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

AS DESCRIBED IN SAID MORTGAGE



Guaranty Agreement.
hereby acknowledges full payment and satisfaction of said fints and mortgage deed, and surrenders the same as cancelled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

politica. O THE SEAL) 27th

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunta affixed, by its proper officers thereunto duly authorized, the day, of October 27th , A. D. 1977. , A. D. 1977 .

XXXXXX

SUN BANK OF VOLUSIA COUNTY (formerly COMPERCIAL BANK AT DAYTONA BEACH)

Signed, sealed and delivered in the presence of:

Leó L. Holland

STATE OF COUNTY OF FLORIDA ATRILION

Jeena

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County oferesaid to take acknowledgeme Leo L. Holland and Guy N. Pellett, Jr.

respectively of SUN BANK OF well known to me to be the VICE President and Assistant Cashier VOLUSIA COUNTY (former: ly COMMERCIAL BANK AT DAYTONA BEACH) and that they severally acknowledged executing the same in the presence of two subscribing witnesses finely and duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. 27th day of October , A.D. 19 77. WITNESS my hand and official seal in the County and State last aforesaid this 0.1

> Notary Public State of Florida at Large My commission expires:

This Instrument prepared by:

UNIS INSTRUMENT PREPARED BY: JAY D. BORD, JR. E 0 200 191

DAYTONA BEAGH, FEURIDA 32015

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PAGE RAMCO FORM 42

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This Quit-Claim Beed, Executed this 2 day of

December

, A. D. 19 77 . by

ORMOND HOTEL CORPORATION

a corporation existing under the laws of business at 15 East Granada Avenue, Comond Beach, Florida 32074 [irst party; to THOMAS J. WETHERELL and THOMAS T. COBB, tenants in common each as to an undivided one-half interest,

whose postoffice address is P.O. Box 191, Daytona Beach, Florida 32015

second party:

(Wherever used began the termy "first party" and "second party" shall include ungular and plural, heary level representatives, and assume of individuals, and the successors and assume of corporations, wherever the context is admitted or counter.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Volusia State of Florida, to wit:

Parcel 1: The Westerly 100 feet of Lots 18 and 20, Worthy and Hubbard's Subdivision as recorded in Map Book 1, page 121, Public Records of Volusia County, Florida, together with the Desterly 1/2 of the Northerly 200 feet of Magnolia Lane, a 24-foot vacated public street.

Parcel 2: All of Lot 13 lying Westerly of Halifax Drive, a 50-foot street as now occupied, Assessor's Sub. of Ormond Beach as recorded in Map Book 3, page 108, Public Records of Volusia County, Florida, excepting therefrom that portion occupied by Riverside Drive (River Drive).

THIS IS A CORRECTIVE DEED CORRECTING THAT CERTAIN WARRANTY DEED DATED APRIL 7, 1972, RECORDED IN OFFICIAL RECORDS BOOK 1757, PAGE 807, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WHICH WAS INTENDED TO CONVEY AN ... UNDIVIDED ONE-HALF INTEREST IN THE ABOVE DESCRIBED PROPERTY TO EACH OF THE GRANTEES.

EC 9 8 51 M

To Have and to Hold the same together with all and singular the apparenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsogver of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
brooks, party forever.

CORPORATE SEAL

In Wilness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST COVUL

ORMOND HOTEL CORPORATION

Signed, sealed and delivered in the presence of:

a al-

President

00

STATE OF FLORIDA COUNTY OF WOLUSIA

I HERERY CERTIFY that on this day, before me, an officer duly authorized in the State and County afterward to take acknowledgments,

THOMAS J. WETHERELL and THOMAS T. COBB

well known to me to be the Prendent and Secretary respectively of the corporation named is first party on the foregoing died, and that they severally acknowledged executing the same in the presence of two subscribing witness treely and columnarily under authority duly seried in them by said corporation and that the real affined therein is the true corporate real of said corporation.

WILLESS are hand and official real in the County and State lost absorbed this 2 day of December, A. D. 19. 77

Notary Public State of Florida at Large My commission expires: 1-15-61

The Indiana in present by:
Adding 15 Francisco Prepared By:
Adding JAY B. Bord, JR.
P. O. Box 101
CAYTONA BEACH, FLORIDA 32015

me933

1 9 4 9 0 458 BOOK PAGE

THIS INSTRUMENT PREPARED BY:

DAVID K. SIGERSON, ESQ. Post Office Box 215 Ormond Beach, Florida 32074

#### AFFIDAVIT

STATE OF FLORIDA )
COUNTY OF VOLUSIA )

Before me, the undersigned authority, personally appeared V. Y. SMITH, Clerk of the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida, who, after being by me duly sworn, deposes and says:

- That he is the Clerk of the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida and, as such, is the duly qualified custodian of the Public Records of Volusia County, Florida.
- 2. That he has examined the Public Records of Volusia County, Florida, and knows of his own knowledge, and hereby affirms, that three plats of Assessor's Orwood Beach (also known as Assessor's Subdivision of Orwood Beach) have been recorded, said plats being recorded in Map Book 3, Page 79; Map Book 3, Page 105 and Map Book 3, Page 108, respectively, Public Records of Volusia County, Florida.

FURTHER AFFIANT SAYETH NOT.

V. Y. Saith, Clerk of the Circuit Court, Seventh Judicial Circuit in and for Volumia County, Florida.

Sworn to and subscribed before me this 6 20 day of December, A.D., 1977.

Notary Public, State of Florida at Large NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: MY COMMISSION EXPIRES JUNE 9, 1979

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BOOK PAGE

**AFFIDAVIT** 

STATE OF FLORIDA
COUNTY OF VOLUSIA

J.J. MATEJKA, JR.

being first duly sworn, deposes and says:

- That Affiant is a land surveyor registered in the State of Florida, R.L.S. No. <u>7/8</u>.
- 2. That Affiant is familiar with the map of Assessors
  Subdivision of Ormond Beach (Revised), filed in Map Book 3, Page 108,
  Public Records of Volusia County, Florida, and the map of Worthy and
  Hubbards Addition to Ormond, filed in Map Book 1, Page 121 of the
  Public Records of Volusia County, Florida, and the lands encompassed
  by said plats.
- 3. That Spruce Street is shown to be a 20-foot right of way in the map of the aforementioned Worthy and Hubbards Addition to Ormand.
- 4. That Affiant knows of his personal knowledge that the right of way delineated as Spruce Street upon the plat of Worthy and Hubbards Addition to Ormond, as per map in Map Book 1, Page 121, Public Records of Volusia County, Florida, is now known as Seton Trail.
- 5. That, based upon his office records, Affiant affirms that the right of way of Spruce Street (Seton Trail) was extended Southerly through Lots 13, 14 and 15C, as shown in the aforementioned plat of Assessors Ormond Beach, to connect with a 50 foot Right of Way known as Spruce Avenue, as established by Town Ordinance of the Town of Ormond Beach prior to 1930.
- 6. That, based upon his office records, Affiant states that the above-referenced Southerly extension of the right of way of Spruce Street, was a 20-foot right of way during that period of time extending from the 1920's until the 1960's.

Further Affiant sayeth not.

Sworn to and subscribed before me this the following day of Training.

A.D. 197 f.

Sorary Public, State of Florida at Large

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12-21-80

(18.66)7

NOTE: This abstract does not purport to report the status of taxes affecting captioned property except for the period of time specified in certificate hereof.

1977:	DUE AND DELINQUENT -	\$6,061.58	
RECEIPT NO:			
Homestead Exemption:		2	
Non-Exempt Value:	\$272,860.00		
Total Assessed Value:	\$272,860.00		
Assessed To:	Thomas T. Cobb and T	homas J. Wetherell	
Assessed As:	(P.N. # 4214-11-00-0020)	RE#096981	_
E 6.96 ft of Lots 2, 4, 6	, 8 and 10 & W 100 ft of Lo	ts 12, 14, 16, 18 & 20	&
inc. Lots 11, 13, 15, 17	& 19 Worthy and Hubbards Or	mond Beach MB 1 pg 121	and inc
N 50 ft of W 280 ft of E	493 ft W of Halifax Dr. of	Lot 13 Assrs Ormond Bch	1
MB 3 pg 108 per OR 1925 p	g 299		•
))		51	

This abstract does not purport to show any City, County or State Tax Sales that have been cancelled or redeemed of record; Furthermore we do not purport to show any Judgments or Liens of record which have been satisfied.

We do not show City Taxes or assessments for municipal improvements which are not a matter of record in the office of the Clerk of the Circuit Court of Volusia County, Florida. Reference for same is hereby made to the City Clerk and Tax Collector.

## CERTIFICATE

The undersigned Corporation HEREBY CERTIFIES that this Abstract of Title, comprising entries numbered to inclusive, was compiled by it from the public records of Volusia County, State of Florida, and from such other public records as are herein indicated.

This Abstract exhibits or refers to all conveyances, leases, mortgages, liens, notices of lis pendens and all other instruments as shown of record in the office of the Clerk of the Circuit Court and/or County Comptroller, of the aforesaid County, affecting the title to or any interest in the land described in the caption hereof, including all security instruments and financing statements filed pursuant to The Uniform Commercial Code as adopted by the State of Florida, recorded in said office during the period of this search that identify the land shown on the caption of this Abstract by a land description. No search is made for security instruments, financing statements or notices of commencement that describe any property by a mailing or street address only. No search has been made for instruments purporting to affect units and/or apartments in a cooperative apartment or a tenant-stockholder thereof, unless incorporated with a land description.

This Abstract refers to all orders appointing receivers or liquidators, bankruptcy proceedings, judgments, income tax liens, decrees for money, (by the same names and initials only, as shown in this Abstract, for twenty years prior to the date hereof), decrees of divorce, or judgments of dissolution of marriage, decrees of free dealership, certificates of incorporation and charters of incorporation, unredeemed tax sale certificates, appearing of record in the office of the Clerk of the Circuit Court and/or County Comptroller's office of the aforesaid County, and in the office of the Clerk of the United States District Courts, a transcript of which is of record in the aforesaid County, probate, incompetency and guardianship proceedings in the office of the Clerk of the Circuit Court and/or County Judge of the aforesaid County, if such matters relate to or affect the title to said land. This Abstract does not purport to show fictitious name affidavits, dissolutions of corporations for nonpayment of capital stock tax, or annual report filing fee, or building and zoning regulations.

This Abstract of Title and Certificate covers the period of time from

to and including

September 26, 1977 at 5:00 P.M. April 6, 1978 at 5:00 P.M.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this certificate to be signed at Daytona Beach, Volusia County, Florida, this 12th day of April , 19 78, A.D.

LAWYERS' TITLE SERVICES, INC.

Authorized Signature

Abstract No.

209,333

(014)

Abstractor:

CJW/ej

No.	218,680
	The second secon

#### ABSTRACT OF TITLE

To

The following described real estate, situate, lying and being in the County of Volusia, State of Florida, to-wit:

FOR COMPLETE CAPTION SEE
SCHEDULE "A" ATTACHED

This search covers that period of time extending from

April 6, 1978 at 5:00 P.M. to and including March 2, 1979 at 5:00 P.M.

Prepared for

COBB, COLE, McCOY, ABRAHAM, BELL, BOND, MONACO & KANEY Attorneys-at-Law

BY

LAWYERS' TITLE SERVICES, INC.
VOLUSIA COUNTY BRANCH

#### SCHEDULE "A"

- PARCEL 1: The West One hundred (100) feet of LOT TWENTY (20), WORTHY and HUBBARD'S ADDITION to the Town of Ormond, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida.
- PARCEL 2: The North Fifty (50) feet of the West Two hundred eighty (280) feet of the East Four hundred ninety-three (493) feet West of Halifax Drive of LOT THIRTEEN (13), ASSESSOR'S ORMOND BEACH, according to the map or plat thereof as recorded in Map Book Three (3), page One hundred eight (108), Public Records of Volusia County, Florida.
- PARCEL 3: A portion of WORTHY and HUBBARD'S ADDITION to the Town of Ormond including vacated Magnolia Street, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida, being more particularly described as follows:

From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 18 aforesaid Worthy and Hubbard's Addition, and lying 213 feet Westerly of Halifax Drive, a 60 foot street as established, as measured along the Southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence Southerly and parallel to Halifax Drive, a distance of 400 feet to a point; thence Westerly along the Southerly line of aforesaid Worthy and Hubbard's Addition, a distance of 280 feet to a point; thence Northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 500 feet to a point in the Southerly line of Granada Avenue; thence Easterly along said Southerly line of Granada Avenue, a distance of 180 feet to the Northwest corner of Lot 20, thence South 100 feet to the North line of Lot 18, thence East 100 feet to the Point of Beginning.

The following legal description is the total aggregate of the above three parcels:

A portion of WORTHY and HUBBARD'S ADDITION to the Town of Ormond including vacated Magnolia Street, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida and a portion of LOT THIRTEEN (13), ASSESSOR'S SUBDIVISION of Ormond Beach, according to the map or plat thereof as recorded in Map Book Three (3), page One hundred eight (108), Public Records of Volusia County, Florida and being more particularly described as follows:

From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 20 aforesaid Worthy and Hubbard's Addition, and lying 213. feet westerly of the west line of the original 25 foot street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence southerly and parallel to Halifax Drive, a distance of 550 feet through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue, a distance of 280 feet to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 feet to a point in the southerly line of Granada Avenue; thence easterly along said southerly line of Granada Avenue, a distance of 280 feet to the Point of Beginning, said parcel containing 3.53 acres more or less. 🦠

#### IN RE REAL PROPERTY TAXES

1977 - TAXES PAID

1978 : TAXES DUE AND PAYABLE				
RECEIPT NO:	#			
DATE PAID:				
TOTAL TAX:	\$ 6,315.89			
HOMESTEAD EXEMPTION:	\$			
NON-EXEMPT VALUE:	\$ 272,860.00			
TOTAL ASSESSED VALUE:	\$ 272,860.00			
ASSESSED TO: PARCEL NO: 4214-11-00-0020	Thomas T. Cobb & Thomas J Wetherell  R.E. NO. 098726			
ASSESSED AS: E 6.96 ft of Lot	s 2 4 6 8 10 & W 100 ft of Lots 12			
14 16 81 & 20 & inc Lots 11 13 15 17 & 19 Worthy & Hubbards Ormond				
Bch MB 1 pg 121 & inc N 50 ft of W 280 ft of E 493 ft W of Halifax				
Dr of Lot 13 Assrs Ormond Bch MB 3 pg 108 per OR 1925 pg 299				
*****				

THIS ABSTRACT DOES NOT PURPORT TO SHOW ANY CITY, COUNTY OR STATE TAX SALES THAT HAVE BEEN CANCELLED OR REDEEMED OF RECORD; FURTHERMORE WE DO NOT PURPORT TO SHOW ANY JUDGMENTS OR LIENS OF RECORD WHICH HAVE BEEN SATISFIED.

\*\*\*\*\*\*\*\*

WE DO NOT SHOW CITY TAXES OR ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS WHICH ARE NOT A MATTER OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA. REFERENCE FOR SAME IS HEREBY MADE TO THE CITY CLERK AND TAX COLLECTOR.

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## CERTIFICATE

The undersigned Corporation HEREBY CERTIFIES that this Abstract of Title, comprising entries numbered 1 to 1 inclusive, was compiled by it from the public records of Volusia County, State of Florida, and from such other public records as are herein indicated.

This Abstract exhibits or refers to all conveyances, leases, mortgages, liens, notices of lis pendens and all other instruments as shown of record in the office of the Clerk of the Circuit Court and/or County Comptroller, of the aforesaid County, affecting the title to or any interest in the land described in the caption hereof, including all security instruments and financing statements filed pursuant to The Uniform Commercial Code as adopted by the State of Florida, recorded in said office during the period of this search that identify the land shown on the caption of this Abstract by a land description. No search is made for security instruments, financing statements or notices of commencement that describe any property by a mailing or street address only. No search has been made for instruments purporting to affect units and/or apartments in a cooperative apartment or a tenant-stockholder thereof, unless incorporated with a land description.

This Abstract refers to all orders appointing receivers or liquidators, bankruptcy proceedings, judgments, income tax liens, decrees for money, (by the same names and initials only, as shown in this Abstract, for twenty years prior to the date hereof), decrees of divorce, or judgments of dissolution of marriage, decrees of free dealership, certificates of incorporation and charters of incorporation, unredeemed tax sale certificates, appearing of record in the office of the Clerk of the Circuit Court and/or County Comptroller's office of the aforesaid County, and in the office of the Clerk of the United States District Courts, a transcript of which is of record in the aforesaid County, probate, incompetency and guardianship proceedings in the office of the Clerk of the Circuit Court and/or County Judge of the aforesaid County, if such matters relate to or affect the title to said land. This Abstract does not purport to show fictitious name affidavits, dissolutions of corporations for nonpayment of capital stock tax, or annual report filing fee, or building and zoning regulations.

This Abstract of Title and Certificate covers the period of time from April 6, 1978 at 5:00 P.M. to and including March 2, 1979 at 5:00 P.M.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this certificate to be signed at Daytona Beach, Volusia County, Florida, this 13th day of March, 19 79, A.D.

LAWYERS' TITLE SERVICES, INC.

Abstract No. 218,680 (014)

Abstractor: CJW/djs

No.	222,351	

#### **ABSTRACT OF TITLE**

To

The following described real estate, situate, lying and being in the County of Volusia, State of Florida, to-wit:

FOR COMPLETE CAPTION DESCRIPTION SEE SCHEDULE "A"

This search covers that period of time extending from March 2, 1979 at 5:00 P.M, to and including July 2, 1979 at 11:43 A.M.

Prepared for

DUFFETT, SEPS & AKERS Attorneys at Law

BY

LAWYERS' TITLE SERVICES, INC.
VOLUSIA COUNTY BRANCH

#### SCHEDULE "A"

- PARCEL 1: The West One hundred (100) feet of LOT TWENTY (20), WORTHY and HUBBARD'S ADDITION to the Town of Ormond, according to the map or plat thereof as recorded in Map Book One (1), page One hundred twenty-one (121), Public Records of Volusia County, Florida.
- PARCEL 2: The North Fifty (50) feet of the West Two hundred eighty (280) feet of the East Four hundred ninety-three (493) feet West of Halifax Drive of LOT THIRTEEN (13), ASSESSOR'S ORMOND BEACH, according to the map or plat thereof as recorded in Map Book Three (3), page One hundred eight (108), Public Records of Volusia County, Florida.
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From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 18 aforesaid Worthy and Hubbard's Addition, and lying 213 feet Westerly of Halifax Drive, a 60 foot street as established, as measured along the Southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence Southerly and parallel to Halifax Drive, a distance of 400 feet to a point; thence Westerly along the Southerly line of aforesaid Worthy and Hubbard's Addition, a distance of 280 feet to a point; thence Northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 500 feet to a point in the Southerly line of Granada Avenue; thence Easterly along said Southerly line of Granada Avenue, a distance of 180 feet to the Northwest corner of Lot 20, thence South 100 feet to the North line of Lot 18, thence East 100 feet to the Point of Beginning.

The following legal description is the total aggregate of the above three parcels:

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From a Point of Beginning, said point being the Northwest corner of the Easterly 56.5 feet of Lot 20 aforesaid Worthy and Hubbard's Addition, and lying 213. feet westerly of the west line of the original 25 foot street "Fire Trail", now called Halifax Drive, as measured along the southerly line of Granada Avenue, a 60 foot street per aforesaid Worthy and Hubbard's Addition, run thence southerly and parallel to Halifax Drive, a distance of 550 feet through aforesaid Worthy and Hubbard's Addition to a point in Lot 13, Assessor's Subdivision; thence westerly and parallel to Granada Avenue, a distance of 280 feet to a point; thence northerly and parallel to Halifax Drive and through aforesaid Worthy and Hubbard's Addition, a distance of 550 feet to a point in the southerly line of Granada Avenue; thence easterly along said southerly line of Granada Avenue, a distance of 280 feet to the Point of Beginning, said parcel containing 3.53 acres more or less.

# Satisfaction of Mortgage

Know All Palen By These Presents: That I THOMAS J. WETHERELL

the owner and holder of a certain mortgage deed executed by WILLIAM J. WETHERELL, to THOMAS J. WETHERELL,

bearing date the 30th day of December . A.D. 10 75, recorded in Official Reseate Book 1813 . page 1628, in the office of the Clerk of the Circuit Court of Volusia County, State of Florida, securing a certain note in the principal sum of One Hundred Thirty-five Thousand Seven Hundred Fifty and No/100 (\$135,750.00) - - - - - Dollars, and certain promites and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

AS DESCRIBED IN SAID MORTGAGE



hereby acknowledges full payment and satisfaction of said note—and mortgage deed, and surrenders the same as cancelled, and hereby direct S the Clerk of the said Circuit Court to cancel the same of record.

Witness my hand and soal , this 1st

ay of Ma

, A. D. 1977 .

Signed, Sealed and Delivered in Presence of:

Mongaret Bouner < Datrician) Sychenek ------

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SHOWN FOR INFROMATION ONLY

STATE OF FLORIDA,

COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duty authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared

THOMAS J. WETHERELL

to me known to be the person — described in and who executed the foregoing instrument and — he — executed the same.

WITNESS my hand and official seal in the County and State lest aforesaid this March A.D. 1977 .

day of

Notary Public

State of Florida at Large My Commission Expires:/-/

This lastrament prepared by: Thomas T. Cobb
Address Post Office Box 191
Daytona Beach, Florida 32015

59793

#### AFFIDAVIT

STATE OF FLORIDA COUNTY OF VOLUSIA

Before me this day personally appeared W. RICHARD EVERY, who, being duly sworn, deposes and says:

 That Frank Russell Jr. acquired certain property in Ormond Beach, Volusia County, Florida, described as follows:

> Lot Thirteen (13), West of Halifax Drive, and riparian rights, Assessors' Ormond Beach, as per map in Map Book 3, page 108, of the Public Records of Volusia County, Florida,

from the Estate of Ellen K. Russell.

- 2. That in conveying said property, the said Frank Russell, Jr., signed the deed of conveyance as "Frank Russell."
- 3. That Affiant says that of his own knowledge, the Frank Russell who signed said deed of conveyance to the above described property and Frank Russell, Jr., who received said property from the Estate of Ellen K. Russell, are one and the same person.

Further Affiant Sayeth Not.

W. Richard Every

Sworn to and subscribed before me this 6 day of June,

1978.

Notary Public State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAPGE MY COMMISSION EXPLICE MYSTER 9, 1978 BONGLO THRU GENERAL MISS TARY ASSESSMENTERS.

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BOOK

## Satisfaction of Mortgage

#### Know All Men By These Presents: That

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

a corporation existing under the laws of the State of Florida and extended from time to time the owner and holder of a certain mortgage deed executed by

THOMAS T. COBB and THOMAS J. WETHERELL

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

, A.D. 19 75 , recorded in Official Records bearing date the 28th day of August 

Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

AS DESCRIBED IN SAID MORTGAGE



es full payment and satisfaction of said note and mortgage deed, and surrenders the and hereby directs the Clerk of the said Circuit Court to cancel the same of record. acknowledges full payment and satisfaction of said note

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunta duly authorized, the 29th , A. D. 1979 . June day of

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

Signed, sealed and delivered in the presence of:

FLORIDA STATE OF COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duty authorized in the State and County aforesaid to take acknowledgements, personally appeared

WILLIAM A. WELCH and Elaine B. Teters

President and Asst. Cashier sensentionly of

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH and that they severally acknowledged executing the Jame in the presence of two subscribing witnesses freely and voluduly vested in them by said corporation and that the seef affixed thereto is the true corporate seal of said corporation, day of June

WITNESS my hand and official seef in the County and State last aforesaid this 29

of Florida at La My commission expires

This Instrument prepared by: Thomas T. Cobb, Esq. Post Office Box 191 Daytona Beach, Florida 32015

# Satisfaction of Mortgage

#### Know All Men By These Presents: Than

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

a corporation existing under the laws of the State of the owner and holder of a certain mortgage deed executed by THOMAS T. COBB and THOMAS J. WETHERELL

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

, A.D. 19 75, recorded in Official Records bearing date the 30th day of October , page 1588, in the office of the Clerk of the Circuit Court of Volusia Book 1804 Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

#### AS DESCRIBED IN SAID MORTGAGE



achnowledges fall payment and satisfaction of said note and marigage doed, and surrenders the cancelled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record,

CORPORATE

In Witness Whereof the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the , A. D. 19 79. June

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH

FLORIDA STATE OF VOLUGIA. COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledge personally appeared

WILLIAM A. WELCH, and Elaine B. Teters

Presidentaries and Asst. Cashler automotive

ATLANTIC FIRST NATIONAL BANK OF DAYTONA BEACH and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and vo duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State fast aforesaid this

of Florida at Large commission expires:.

The Instrument prepared by: Thomas T. Cobb. Esq.

Alhem Post Office Box 191 1. Iday

Daytona Beach, Florida 32015

Notary Public, State of Florida at tade My Commission Expects Sept. 12, 1982

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Printed for Lawyers Title Governoy Fund, Orlando (1880)

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Addition D. Sux 3

Dayrons Sealty Pl. 1201)

Warranty Deed warmen tons -ucross to see 15

This Indenture, Made the 29 The state of June THURAS T. CORE and DESIGNS J. WITHERELL

s79 Welmen

of the Courts of

Volumia

Shifter aid

Florida

CITY OF GENOME BEACH, a Florida municipal corporation.

the new sour colors of Fost Office Box 377, Ormand Beach,

of the County of

Volumia

State of

//Elemida 22074

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TEN and No/100 (\$10.00) --------and other pools and velocitie consideration in and process to bond posit by and graine in some about a bond controlled the process bargained and sold a the and graines and graines and graines and process interpretation and according to the controlled and south long and being ... Voltages ... Voltages.

A portion of Worthy and Hubbard's Addition to the Town of Ormand including varued Hagnelite Street as recorded in Map Book 1, page 121, and a portion of Lot 13, Assessor's redormination of Orwand Seach as recorded in Map Book 3, page 108, all in the Facility Security of relation County, Florida, and being more particularly described as follows:

From a POINT OF MEGINNING, said point being the northwest corner of the master; in a feet of Lot 20 sforeseid Worthy and Hubbard's Addition, and lying 213 feet vesterly of the west line of the original 25-foot street "Fire Trail," now called Halifer Drive, as measured along the adutherly line of Granada Avenue, a 60-foot atract per aforesaid Werthe and Muthard's Addition, run themse southerly and parallel to Halifax Drive a distance of 550 fact through aforesaid Northy and Hubbard's Addition to a point to Lot 13, Assessor's Bubdivision; thence westerly and parallel to Granada Avenue, a Aletance of 180 feet to a polon; themce energerly and parallel to Helifan Drive and through aloresald worthy and Hubbard's Addition, a distance of 550 feet to a point in the moutherly line at Cremite Avenue; thence asterly along said southerly line of Granada Avenue, a distant of lefeet to the POINT OF BEGINNING, said parcel containing 3.53 acres more on lines

SUBJECT to taxes for 1979 and subsequent years.

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ELORIDA STATE OF POEUS' &

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THOMAS T. CORN and THOMAS .. STTORAGE. T. to in known to be my person of placeties in and who assessed by foregoing a stranger and action before on that estructed my word and out and while County and have been appreciated 29. Any of States .

Istrice Joseph Cank

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CHITCHES AND AKERS
P 0 BOX 2633
CRIMONO BEACH, FLA 32074
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Souther 30 6 00





1978	Paid	
RECEIPT NO:	# 021329	
DATE PAID:	March 31, 1979	
TOTAL TAX:	\$ 6,315.89	
HOMESTEAD EXEMPTION:	\$	
NON-EXEMPT VALUE:	\$ 272,860.00	
TOTAL ASSESSED VALUE:	\$ 272,860.00	
ASSESSED TO:	Thomas T. Cobb & Thomas J Wetherell	
PARCEL NO: 4214-11-00-0020	R.E. NO. 098726	
ASSESSED AS: E 6.96 ft of Lots 2 4 6 8 10 & W 100 ft of Lots 12		
14 16 81 & 20 & inc Lots 11 13 15 17 & 19 Worthy & Hubbards Ormond		
Bch MB 1 pg 121 & inc N 50 ft of W 280 ft of E 493 ft W of Halifax		
Dr of Lot 13 Assrs Ormond Bch	MB 3 pg 108 per OR 1925 pg 299	

THIS ABSTRACT DOES NOT PURPORT TO SHOW ANY CITY, COUNTY OR STATE TAX SALES THAT HAVE BEEN CANCELLED OR REDEEMED OF RECORD; FURTHERMORE WE DO NOT PURPORT TO SHOW ANY JUDGMENTS OR LIENS OF RECORD WHICH HAVE BEEN SATISFIED.

\*\*\*\*\*\*

WE DO NOT SHOW CITY TAXES OR ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS WHICH ARE NOT A MATTER OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA. REFERENCE FOR SAME IS HEREBY MADE TO THE CITY CLERK AND TAX COLLECTOR.

\*\*\*\*\*\*

## CERTIFICATE

The undersigned Corporation HEREBY CERTIFIES that this Abstract of Title, comprising entries numbered

to

inclusive, was compiled by it from the public records of

County, State of Florida, and from such other public records as are herein indicated.

This Abstract exhibits or refers to all conveyances, leases, mortgages, liens, notices of lis pendens and all other instruments as shown of record in the office of the Clerk of the Circuit Court and/or County Comptroller, of the aforesaid County, affecting the title to or any interest in the land described in the caption hereof, including all security instruments and financing statements filed pursuant to The Uniform Commercial Code as adopted by the State of Florida, recorded in said office during the period of this search that identify the land shown on the caption of this Abstract by a land description. No search is made for security instruments, financing statements or notices of commencement that describe any property by a mailing or street address only. No search has been made for instruments purporting to affect units and/or apartments in a cooperative apartment or a tenant-stockholder thereof, unless incorporated with a land description.

This Abstract refers to all orders appointing receivers or liquidators, bankruptcy proceedings, judgments, income tax liens, decrees for money, (by the same names and initials only, as shown in this Abstract, for twenty years prior to the date hereof), decrees of divorce, or judgments of dissolution of mariage, decrees of free dealership, certificates of incorporation and charters of incorporation, unredeemed tax sale certificates, appearing of record in the office of the Clerk of the Circuit County Comptroller's office of the aforesaid County, and in the office of the Clerk of the United States District Courts, a transcript of which is of record in the aforesaid County, probate, incompetency and guardianship proceedings in the office of the Clerk of the Circuit Court and/or County Judge of the aforesaid County, if such matters relate to or affect the title to said land. This Abstract does not purport to show fictitious name affidavits, dissolutions of corporations for nonpayment of capital stock tax, or annual report filing fee, or building and zoning regulations.

This Abstract of Title and Certificate covers the period of time from March 2, 1979 at 5:00 P.M. to and including July 2, 1979 at 11:43 A.M.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this certificate to be signed at Daytona Beach, Volusia County, Florida, this 7th day of July, 19, 79, A.D.

LAWYERS' TITLE SERVICES, INC.

Authorized Signature

Abstract No.

222 351 (075)

JAM/ej

Abstractor:

#### ATTACHMENT CHECKLIST: Please check your application before sending.

The following items/documentation <u>must</u> be included with your application or your application <u>will</u> <u>not</u> be scored. All match sources must be secured and proof thereof submitted by the Application Deadline in the Application Review Calendar found www.volusia.org/services/community-services/echo.

**APPLICANT** 

### ☑ ECHO Application, completed and signed □ Proof of ownership or copy of lease ☑ Form 1.6 – Certification of Information and Compliance, completed and signed **⊠** Site Plan ☑ Preliminary & Schematic Drawings □ Design & Development Documents **☒** Construction Documents □ Official Documentation of Match ■ Business Plan □ Feasibility Study ☐ Financial Audit Documents (listed in the Application Guide page 30) ☑ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3) - (For OBHS) ☐ Restrictive Covenants or Statement agreeing to follow this requirement **⊠** Other